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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

HAKKASAN LV, LLC, a Nevada
limited liability company,
HAKKASAN LIMITED, a foreign
private limited company,

Plaintiffs,

v.

BEN HAKIM, an individual,

Defendant.

Case No.: 2:13-cv-01544-KJD-PAL

**PLAINTIFFS' OPPOSITION TO
DEFENDANT BEN HAKIM'S:**

**[PROPOSED] NOTICE OF MOTION
AND MOTION FOR RELIEF AND SET
ASIDE OF DEFAULT AND DEFAULT
JUDGMENT; MEMORANDUM OF
POINTS [AND] AUTHORITIES IN
SUPPORT; DECLARATION OF
BENJAMIN HAKIM IN SUPPORT**

Plaintiffs, HAKKASAN LV LLC and HAKKASAN LIMITED (collectively "Plaintiffs" or "Hakkasan") by and through the undersigned counsel of record hereby file this Opposition ("Opposition") to Defendant, BEN HAKIM'S ("Defendant" or "Hakim") Motion to Set Aside Default and Default Judgment ("Motion").

This Opposition is based upon the attached memorandum of points and authorities, the supporting exhibits attached hereto, the declaration of Laraine M. I. Burrell, Esq. ("Burrell Dec."), the papers, pleadings, declarations and exhibits on file herein, and any oral argument that this Court may allow.

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS AND PROCEDURAL HISTORY RELEVANT TO HAKIM'S MOTION FOR RELIEF AND SET ASIDE OF DEFAULT AND DEFAULT JUDGMENT

A. Factual Background

Around April 8th, 2013, Defendant, Hakim¹ registered the domain name <www.hakkasannightclublasvegas.com> (the "Infringing Domain Name") with GoDaddy.com. See Whois record for <www.hakkasannightclublasvegas.com> attached hereto as **Exhibit 1**. Also, around April 8th, 2013, Defendant registered the domain name <www.bottleservicesreservation.com> with GoDaddy.com. A few days later Defendant created websites linked to the domain names <www.hakkasannightclublasvegas.com> and <www.bottleservicesreservation.com>. The website claimed that Hakim was an authorized promoter for the Hakkasan Las Vegas nightclub, VIP services, and event services and the HAKKASAN name, mark and logo are emblazoned throughout the websites to promote the Defendant's services. The website displayed images and information taken directly from Plaintiffs' own website at <hakkasanlv.com> and are presented in a manner to create the appearance of affiliation between the Defendant's services and the Plaintiffs' world-renown Hakkasan Las Vegas nightclub.²

Since at least as early as April 2013 Defendant knowingly and willfully offered for sale and sold counterfeit services, including access to the Hakkasan Las Vegas nightclub, VIP, bottle, and event services, in wrongful and unauthorized association with the HAKKASAN Marks on Defendant's website at <www.hakkasannightclublasvegas.com> and <www.bottleservicesreservation.com>. In fact, his website at <hakkasannightclublasvegas.com> included a portal where unsuspecting consumers could "book" VIP bottle services from Hakim for

¹ Defendant, Benjamin Hakim identified himself by other names including Ben Aaron. See Burrell Dec. at ¶ 3.

² In April 2013, Plaintiffs' counsel sent a cease and desist letter to Defendant as "Ben Aaron" in connection with another infringing domain name <hakkasanlasvegas.net> which counsel connected to a website owned and/or operated by Hakim/Aaron. Therefore, as early as April 2013 Hakim was on notice that registering a domain name with the HAKKASAN name and mark constituted trademark infringement. Hakim registered the <hakkasannighclublasvegas.net> domain name three days after receiving the cease and desist letter from Ms. Thompson, and under the name Ben Hakim.

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1 the Hakkasan Las Vegas nightclub and in doing so were required to provide personal and financial
 2 information. *See* printout from website attached hereto as **Exhibit 2**. Mining the personal and
 3 financial information from consumers under the infringing use of the HAKKASAN name and mark
 4 caused harm to the Plaintiffs who would be held responsible to any grievances of those consumers
 5 which in turn would cause harm to Plaintiffs' reputation. Additionally, Plaintiffs would be harmed
 6 by Hakim taking money from consumers that should have been earned by Plaintiffs. Even more
 7 egregious is the fact that these customers, initially interested in Hakkasan, can then be advised by the
 8 Defendant to go to a different nightclub and patronize a competitor where the Defendant can obtain a
 9 referral fee.

10 The statements concerning the Defendant on <www.hakkasannightclublasvegas.com> and
 11 <www.bottleservicesreservation.com> were knowingly false. Defendant was **not** authorized to sell
 12 tickets, VIP, bottle services or any services to the public on behalf of the Plaintiffs. Plaintiffs' own
 13 website at <www.hakkasanlv.com> clearly states the following:

14 **Important Ticketing and Entry Information**

- 15 • Hakkasan guarantees that all tickets purchased directly from Hakkasan including
Ticket Driver are authentic.
- 16 • We do not guarantee the authenticity of tickets purchased from another source unless
they are an approved ticketing vendor by Hakkasan.
- 17 • Approved ticketing vendors include Wantickets.com and Vegas.com.

18 *See* Statement from Plaintiffs' website attached hereto as **Exhibit 3**. Defendant is not, nor in his
 19 motion has he claimed to be, an authorized vendor of Hakkasan Las Vegas tickets and services, nor
 20 is Defendant authorized to use the HAKKASAN Marks in any way.

21 As there is no Hakkasan Las Vegas nightclub in any geographic area other than in Las Vegas
 22 it is clear that Hakim's infringing domain name and website could only be targeted towards Las
 23 Vegas. Hakim knew the harm he caused would affect the Plaintiffs in their Las Vegas business
 24 operations, and so his claim that Nevada's long-arm statute cannot reach him because he lives in
 25 California and is a non-resident of Nevada is unsupportable. *See* Motion at p. 4.

26 In early August 2013, Plaintiffs became aware of Defendant's fraudulent claims concerning
 27 his alleged affiliation with the Hakkasan Las Vegas club. Importantly, Plaintiffs were concerned
 28 that Defendant was fraudulently inducing members of the public to pay him money to use his

1 services believing they were purchasing authentic tickets and services from the famous Hakkasan
2 Las Vegas when in reality they were not.

3 Around April 5, 2013, counsel for the Plaintiffs sent the Defendant a cease and desist letter
4 concerning the Defendant's trademark infringement and other wrongful conduct, and demanded he
5 immediately cease use of the Plaintiffs trademarks, and to remove all content concerning the
6 Hakkasan Las Vegas Nightclub from his websites. The letter was sent to the contact information
7 provided in the Whois record for <www.hakkasannightclublasvegas.com> and
8 <www.bottleservicesreservation.com>. See letter from Lauri S. Thompson, Esq., attached hereto as
9 **Exhibit 4**. Thus, at least as early as April, 2013, over one and a half years before Hakim's Motion to
10 Set Aside the Default was filed, Hakim was on notice of Plaintiffs' objections to his infringing
11 activities and the likelihood of a lawsuit against him.

12 **B. Procedural and Process of Service History**

13 A complaint was filed against Hakim on August 27, 2013. On the same date, Plaintiffs' filed
14 a motion for a temporary restraining order and preliminary injunction against Hakim as well as a
15 request that they be permitted to serve Hakim via email. On August 30, 2013 this Court granted
16 Plaintiffs' motion for temporary restraining order as well as granting them the ability to serve
17 Defendant by email. See August 30, 2013 Temporary Restraining Order on file herein, Doc # 9.
18 Plaintiffs served Hakim by email on September 13, 2014, and an affidavit of service was filed with
19 this Court on September 16, 2013, Doc # 10. Thus Plaintiffs' service of pleadings and other
20 documents by electronic means was Court sanctioned.

21 The email address used for service was what was provided by Hakim in his infringing
22 domain name registration and recorded on the Whois information, specifically at
23 ben.hakim@gmail.com. See Whois Report for <hakkasannightclublasvegas.com> attached hereto
24 as **Exhibit 1**. Hakim's motion does not claim that this is not/was not his email address. In fact,
25 Hakim admits in his motion that service upon him was technically correct. See Motion at p. ii. This
26 admission should resolve the service issue. Additionally, in his Motion to Quash filed concurrently
27 with this motion, Hakim admits he was served by email. See Motion to Quash at p. 2 [Doc #28].
28

1 However, during August and September 2013 and beyond, while effecting service on Hakim
 2 by email, Plaintiffs contemporaneously and diligently attempted personal service on Hakim at the
 3 following address taken from the Whois Report for <hakkasannightclublasvegas.com>:

4 11740 Wilshire Blvd, #A2104
 5 Los Angeles California 90025.

6 *See id.* This same address is identified as Hakim's residence on bank statements Hakim personally
 7 provided for his Judgment Debtor's Exam. *See* redacted Hakim February 2014 bank statement
 8 attached hereto as **Exhibit 5**. This is the same address (missing the apartment number) Hakim
 9 provided to this Court on his pleadings. *See* for example, Hakim's Motion to Quash and to Dismiss
 10 on file herein as Docs. # 28 & 29. This is the same address (missing the apartment number) that
 11 Hakim admits in his declaration at ¶ 1, is his residential address. *See* Hakim Dec. attached to Doc #
 12 27. Moreover, during the Judgment Debtor's Exam³ on December 18, 2014, Hakim admits under
 13 oath that the address on the Wells Fargo document he personally brought to the Judgment Debtor's
 14 Examination – specifically 11740 Wilshire Blvd, A2104, Los Angeles California 90025–6529 – was
 15 his residential address. *See* Hakim Judgment Debtor Exam transcript at pp. 6-8, attached hereto as
 16 **Exhibit 6**, and the Wells Fargo Bank statement attached hereto as **Exhibit 5**.

17 Plaintiffs hired a process server to effect service of the summons, complaint and other
 18 documents on Hakim at the above-referenced address. The following report was received on
 19 September 15, 2013 after service was attempted:

20 Rush service on September 15, 2013 @ 3:36 pm- 1st attempt to serve. Contacted a
 21 Joey Blue MW 25-30 green eyes, sandy blonde hair, 5'9" 165 lbs⁴ and a Jackie Blue
 22 FW 25-30 bro eyes blk hair 5'6" 145 lbs that advised server that they were the only
 23 residents living there. They added that they didn't know the subject. *See* attached
 photos.

24 *See* September 16, 2013 email communications with AM:PM Legal Solutions attached hereto as
 25 **Exhibit 7**. Persons at the address Hakim claims is his residence denied being him or knowing him.
 26 Either Hakim is lying about his residence to this Court, the Plaintiffs, his bank and others, or the

27
 28 ³ Other than basic initial identification questions, Hakim refused to answer any questions related to his finances and the
 financial documents he produced for that examination. *See* Burrell Dec. at ¶ 4.

⁴ This description matches Hakim's description. *See* Burrell Dec. at ¶ 3.

1 persons the service processor met at the residence included Hakim and his girlfriend, Terra Aguirre,⁵
 2 or persons known to Hakim who were lying about Hakim's identity and/or address. Regardless,
 3 evidence shows Plaintiffs have been diligent in attempting to effect personal service on Hakim based
 4 upon contact information he himself provided.

5 The timeline of service by email and then attempted service by process server is interesting
 6 in that Hakim was served via email on September 13, 2013. He would have to have notice of the
 7 lawsuit against him in order to orchestrate the misrepresentations to the process server two days later
 8 on September 15, 2013. Additionally, after granting Plaintiffs' preliminary injunction the infringing
 9 domain name was locked by GoDaddy.com and the link to Hakim's infringing website was removed
 10 making the website inactive. Simple diligence and basic monitoring of the domain name and
 11 website by Hakim, as outlined in his registration agreement with GoDaddy.com, would have alerted
 12 Hakim that his domain name and website had been locked and dismantled. Hakim fails to mention
 13 these facts including any concern he had about what had happened to his website and business. He
 14 did not have to investigate, he had no concern, because he already knew what was going on thanks to
 15 receiving service and notice of the lawsuit via electronic mail on September 13, 2013.

16 The bottom line is that Hakim was served numerous pleadings including the summons and
 17 complaint via registered email to his email address at <ben.hakim@gmail.com>. Plaintiffs served
 18 Hakim by email on September 13, 2014, and an affidavit of service was filed with this Court on
 19 September 16, 2013, Doc # 10. In his Motion to Quash filed concurrently with this motion
 20 Defendant acknowledges service was directed to his email account. See Motion to Quash at p. 2.
 21 Defendant does not deny this is/was his email account. Defendant does not deny receiving pertinent
 22 documents, including the summons and complaint, at this email address on September 13, 2013.⁶

23 _____
 24
 25 ⁵ Terra Aguirre showed up at the office of Plaintiffs' counsel to "serve" documents on the Plaintiffs. She filed an
 26 affidavit of service giving her "business" address as - 11704 Wilshire Blvd, Los Angeles California 90025. (Again the
 27 apartment number is not disclosed). See Aguirre Declaration attached hereto as **Exhibit 8**. It appears the address on
 28 Wilshire Blvd, was intentionally transposed from 11740 to 11704 as Defendant's further act of misdirection to the Court
 and Plaintiffs.

⁶ Hakim tangentially argues that he should not be required to participate in the judgment debtor's exam set for December
 18, 2014. However, Hakim produced documents for the examination well prior to December 18th, and appeared at the
 examination and testified under oath before a court reporter. See Burrell Dec. at 4. Hakim refused to respond to
 questions concerning his finances even though this Court had not stayed or enjoined the exam.

1 **II. LEGAL ARGUMENT**

2 Hakim makes the following arguments as the basis for his motion to set aside the default
3 judgment against him: (1) the judgment is void under Fed. R. Civ. P. 60(b)(4) because; (a)
4 Defendant does not have minimal contacts with Nevada; and (b) the Court's orders and judgment are
5 void because service of process on Hakim was deficient. *See* Motion at p. 4.

6 **A. Hakim's Argument That Nevada's Long-Arm Statute Cannot Reach Him Is**
7 **Refuted By The Overwhelming Evidence To The Contrary.**

8 Defendant's motion correctly cites that "due process requires 'minimum contacts' between
9 the defendant and the forum state 'such that the maintenance of the suit does not offend traditional
10 notions of fair play and substantial justice'". *See* Motion at p. 4, citing *Trump v. District Court*, 109
11 Nev. 687, 698 (1993). Hakim's trademark and copyright infringement activity indisputable shows
12 his contacts with this forum. Hakim lives at an address on Wilshire Boulevard in Los Angeles
13 California, yet he reached out to Nevada to do the following:

- 14 1. Hakim registered a domain name <hakkasannightclublasvegas.com>
15 incorporating the brand of a Las Vegas company, namely Hakkasan LV, LLC;
- 16 2. Hakim included the geographic location "Las Vegas" in that domain name;
- 17 3. Hakim created a website misrepresenting his ability to provide VIP bottle
18 services to persons wanting to visit the Hakkasan Night Club in Las Vegas;
- 19 4. Hakim used in his website copyrighted materials he stole from Plaintiffs'
20 <hakkasanlv.com> website, including information related to activities and
21 events to be held at Hakkasan Las Vegas, in order to misrepresent his
22 affiliation with the Las Vegas nightclub;
- 23 5. Hakim stole and used Plaintiffs' famous name, mark and design logo from
24 Plaintiffs' <hakkasanlv.com> website in order to misrepresent his affiliation
25 with the Las Vegas nightclub; and
- 26 6. Hakim made money from unsuspecting consumers by misrepresenting his
27 contacts with Las Vegas and his affiliation with Plaintiffs' Las Vegas
28 nightclub.

1 See generally, exhibits attached to the Complaint, Doc #1 on file herein. The overwhelming
 2 evidence, created by Hakim himself through the registration of the infringing domain name and the
 3 creation of website carrying Plaintiffs' trademark and copyright protected materials all focused on
 4 Hakim making money from offering services to be provided in Las Vegas. Hakim could have
 5 chosen any city in the country for his scam but specifically opted for Las Vegas. This demonstrates
 6 beyond a doubt that Hakim purposely availed himself of doing business in this state. The evidence
 7 more than meets the 'minimum contacts' standard so that Hakim should be held accountable before
 8 this Court. Jurisdiction is, therefore proper.

9 **B. The Method of Service of Process By Electronic Mail Was Valid**

10 Hakim's arguments regarding process of service are contradictory and are, in fact, self-
 11 defeating. Hakim argues that service upon him was deficient while contemporaneously arguing,
 12 "[d]espite the technical correctness of service Defendant did not receive actual notice of the
 13 summons and complaint" See Motion at p. ii. "The facts stated show that only electronic
 14 service effectuated related to setting a hearing for preliminary injunction. No actual service of
 15 physical documents were sent or effectuated." See Motion at pp. 5 – 6. "In the present case, it
 16 [service of process] was directed to Defendant's email." See Motion to Quash at p. 2. Hakim admits
 17 he service of process was effected on his email address.

18 Incongruously, Hakim fails to argue why a court would permit electronic service if such
 19 service by itself was invalid. Further, Hakim misstates the law when he claims that only "actual
 20 notice" creates effective service of process. See Motion at p. 1.

21 **C. "Actual Notice" is the not the standard for measuring proper service of process**

22 Hakim claims a lack of "actual notice" of the complaint and the default judgment entered
 23 against him and so this Court should set aside the default judgment. (Motion at p. 5). However, the
 24 standard is not whether there was "actual notice" or not. Courts in this jurisdiction have found that
 25 "actual notice is not an effective substitute for service of process". See *Neumont Univ., LLC v. Little*
 26 *Bizzy, LLC*, Slip Copy 2014 WL 2112938 (D. Nev. May 20, 2014). Thus the prevailing standard for
 27 service is complying with the service of process rules which Hakim admits the Plaintiffs' correctly
 28 followed.

1 1. Hakim Admits the “Technical Correctness” of Service⁷

2 Incongruously, Hakim expressly admits that technically Plaintiffs’ service of the summons,
3 complaint and other documents by email was correct. *See* Motion at p. ii. It appears Hakim is
4 complaining that because he had to download and print out his own copies of the documents, versus
5 Plaintiffs handing them to him in person, this entire lawsuit should be voided and commence again
6 from the beginning.

7 2. Rules for Service of Process Permit Service By Electronic Mail

8 The core function of service of process “is to supply notice of the pendency of a legal action
9 in a manner and at a time that affords the defendant a fair opportunity to answer the complaint and
10 present defenses and objections”. *See Henderson v. U.S.*, 517 U.S. 654, 672 (1996). Interpreting
11 Rule 4 as it applies to service in domain name disputes such as we have here, the Ninth Circuit has
12 found that service of process by e-mail is proper and not only reasonably calculated to apprise
13 defendant of the pendency of the action and afford it an opportunity to response, but also “it was the
14 method of service most likely to reach [defendant].” *See Rio Properties, Inc. v. Rio International*
15 *Interlink*, 284 F.3d 1007, 1014 (9th Cir. 2002). Moreover, the ability to serve by e-mail “unshackles
16 the federal court from anachronistic methods of service and permits them entry into the
17 technological renaissance. *See Id.*

18 3. This Court Ordered Service By Email

19 On August 30, 2013, this Court issued an Order permitting service of the summons and
20 complaint, and other documents, by email. *See* Doc # 9, on file herein. As Hakim was required to
21 provide a current and accurate email address when registering the Infringing Domain Name, this
22 method of service was reasonably calculated to apprise Hakim of the pendency of this action and
23 afford him the opportunity to respond.

24 _____

25 ⁷ It is clear that hakim is receiving some level of legal assistance in the drafting of his pleadings and for the arguments
26 that he makes. While Plaintiffs’ counsel understands the need for a certain level of understanding when litigating against
27 Pro Se parties, the legal assistance Hakim is receiving is ill advised and misleading to Hakim. Significantly is it
28 hindering the legal process and Plaintiffs’ ability to obtain the judgment they are entitled to. It is important to note that
Hakim’s colleague, Tsang Hang Wang who is the Defendant in another similar cybersquatting case involving a
HAKKASAN domain name (Case No. 2:13-cv-01122) and in which default judgment was entered against Wang, has
filed similar motions in this second action to set aside the default. Curiously, Wang claims he does not know Hakim, yet
the language in both Wang and Hakim’s pleadings and declarations is so similar even the typos are identical.

Not only was this method of service the most likely to reach the Defendant but because this dispute involves Internet Domain Names it is governed by the global authority of ICANN which requires that service be adjudicated for sufficiency under the Uniform Domain Name Dispute Resolution Policy ("UDRP"). *See* copy of relevant ICANN provisions attached hereto as **Exhibit 9**. Under the UDRP, service on a defendant must employ reasonably calculated means to achieve actual notice to defendant. *See* copy of UDRP rules attached hereto as **Exhibit 10**. The rules state that achieving actual notice or employing certain other measures shall discharge plaintiff's responsibility to serve defendant. *See id.* Such other measures include sending the complaint in electronic form by e-mail. *See* **Exhibit 10**.

GoDaddy.com's web site identifies the authority by which it is permitted to manage certain top level domains ("tld's") including ".com". Specifically:

GO DADDY DOMAIN NAME REGISTRATION AGREEMENT

Go Daddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN accredited registrar, Go Daddy is bound by an agreement with ICANN. You acknowledge and agree that Go Daddy may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain ("TLD") or country code top level domain ("ccTLD") in question.

4. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify Go Daddy within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Go Daddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: **postal address, email address, telephone number**, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

See GoDaddy Registration Agreement attached hereto as **Exhibit 11 (emphasis added)**.

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GoDaddy.com expressly acknowledges that any registration of “.com” domain names must follow the prescribed set of terms and conditions specified by ICANN and the UDRP. *See Exhibits 9 and 10.* ICANN’s terms and conditions and the UDRP rules are incorporated into Hakim’s registration agreement with GoDaddy.com. By registering a domain name incorporating the top level domain (“tdl”) of “.com”, Hakim expressly agreed to the terms and conditions of ICANN’s policies and the UDRP. The terms and conditions require Hakim to agree to service by email. *See id.* Significantly, Hakim agreed keep any postal address, email address and telephone number associated with his account at <ben.hakim@gmail.com> current.

Pursuant to ICANN’s rules and the service requirements under the UDRP, together with an order from this Court, Plaintiffs’ service on Hakim by email equated to proper and effected service, and was by a means expressly agreed to and anticipated by Hakim when executing his agreement to register the Infringing Domain Name <hakkasannightclublasvegas.com> with GoDaddy.com

Hakim has not, and cannot claim he was not served the summons and complaint in this action by electronic mail on September 13, 2013 when Plaintiffs’ counsel sent these documents to the email address <ben.hakim@gmail.com> Hakim posted in his GoDaddy.com contact information. Significantly, Plaintiffs have served **every** document they have filed on Hakim via email.⁸ Hakim’s motions to to set aside based upon service by email should be denied.

D. Plaintiffs’ Attempts To Effect Personal Service On Hakim Was Thwarted By Hakim’s Own Malfeasance Including: (1) Lying, Or Have Others Lie For Him, To The Process Server Regarding His Residence At 11740 Wilshire Blvd., In California; And (2) By Intentionally Trying To Stop Service At His Residence at 11740 Wilshire Blvd., In California By Failing To Provide A Complete Address To Plaintiffs And This Court⁹

Hakim has the audacity to argue that Plaintiffs failed to effect proper service on him pursuant to Rules 4 & 5 and so the default judgment against him should be found void and set aside. *See* Motion at p. 6. This, even though he has taken every step to make service upon him as difficult as possible, in fact in some instances impossible. Even this Court failed to effect service on Hakim

⁸ Plaintiffs have also had a lengthy email conversation with Hakim regarding settlement. Thus the fact that Hakim responds to communications from Plaintiffs to this email address proves that Hakim’s email address is valid.

⁹ This Court attempted service of documents on Hakim at the address he gave to the Court and those documents came back as undeliverable. *See* Docs # 35 & 36 on file herein.

1 using the address that Hakim himself provided to this Court. *See* Docs # 35 & 36 on file herein.
 2 Hakim's misconduct includes lying to a process server and failing to identify a complete and
 3 accurate address. Because of his misconduct, Hakim has waived any ability to argue that because
 4 personal service was not effected at his residence at 11740 Wilshire Blvd., the Court sanctioned
 5 service by email was invalid.

6 As stated above, and because of its importance is hereby reiterated again, Plaintiffs hired a
 7 process server to effect service of the summons, complaint and other documents on Hakim at the
 8 above-reference address. The following report was received on September 15, 2013 after service
 9 was attempted:

10 Rush service on September 15, 2013 @ 3:36 pm- 1st attempt to serve. Contacted a
 11 Joey Blue MW 25-30 green eyes, sandy blonde hair, 5'9" 165 lbs¹⁰ and a Jackie
 12 Blue FW 25-30 bro eyes blk hair 5'6" 145 lbs that advised server that they were the
 13 only residents living there. They added that they didn't know the subject. See
 attached photos.

14 *See* September 16, 2013 email communications with AM:PM Legal Solutions attached hereto as
 15 **Exhibit 7**. Persons at the address Hakim claims is his residence denied being him or knowing him.
 16 Either Hakim is lying about his residence to this Court, the Plaintiffs, his bank and others, or the
 17 persons the service processor met at the residence included Hakim and his girlfriend, Terra
 18 Aguirre,¹¹ or persons known to Hakim who were lying about Hakim's identity and/or address.
 19 Regardless, evidence shows Plaintiffs have been diligent in attempting to effect personal service on
 20 Hakim based upon contact information he himself provided.

21 The timeline of service by email and then attempted service by process server is interesting
 22 in that Hakim was served via email on September 13, 2013. He would have to have notice of the
 23 lawsuit against him in order to orchestrate the misrepresentations to the process server two days later
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 26 ¹⁰ This description matches Hakim's description. *See* Burrell Dec. at ¶ 3.

27 ¹¹ Terra Aguirre showed up at the office of Plaintiffs' counsel to "serve" documents on the Plaintiffs. She filed an
 28 affidavit of service giving her "business" address as - 11704 Wilshire Blvd, Los Angeles California 90025. (Again the
 apartment number is not disclosed). *See* Aguirre Declaration attached hereto as **Exhibit 8**. It appears the address on
 Wilshire Blvd, was intentionally transposed from 11740 to 11704 as Defendant's further act of misdirection to the Court
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1 domain name was locked by GoDaddy.com and the link to Hakim's infringing website was removed
 2 making the website inactive. Simple diligence and basic monitoring of the domain name and
 3 website by Hakim, as outlined in his registration agreement with GoDaddy.com, would have alerted
 4 Hakim that his domain name and website had been locked and dismantled. Hakim fails to mention
 5 these facts including any concern he had about what had happened to his website and business. He
 6 did not have to investigate, he had no concern, because he already knew what was going on thanks to
 7 receiving service and notice of the lawsuit via electronic mail on September 13, 2013.

8 **E. Plaintiffs Will Be Prejudiced If The Default Is Set Aside.**

9 Plaintiffs will be severely prejudiced if the default judgment is set aside. Plaintiffs have
 10 litigated this matter in good faith. They have filed numerous pleadings all properly supported with
 11 legal authority and evidence showing a likelihood that they would prevail on the merits at trial and
 12 their entitlement to the relief sought. Specifically for their default judgment motion, Plaintiffs
 13 proved and supported entitlement to a default judgment against Hakim and again showed the
 14 Plaintiffs' likelihood of success on the merits at trial.

15 Hakim does not deny registering the domain name <hakkasannightclublasvegas.com>.
 16 Hakim does not deny he has no trademark or any rights in the HAKKASAN name and mark. As
 17 Plaintiff Hakkasan Limited is the owner of the federal registration for HAKKASAN and owns all the
 18 rights and entitlements awarded with that registration, it is undisputable that Hakim's use of the
 19 HAKKASAN name in his domain name was unlawful.

20 Hakim stole copyright protected materials from Plaintiffs' website at <hakkasanlv.com>.
 21 Such copyright protected materials include text and graphic materials and Plaintiffs' HAKKASAN
 22 logo. Hakim does not deny he stole these materials, Hakim does not deny he engaged in copyright
 23 infringement by using these materials on his website linked to the infringing domain name and for
 24 his own commercial benefit. Hakim has not provided evidence of his entitlement to use copyright
 25 protected materials from Plaintiffs' website.

26 With these undisputed facts, Hakim cannot prevail at trial whereas Plaintiffs have already
 27 sufficiently established a likelihood of success on the merits of their claims at trial. There is no
 28 benefit to either party for the default judgment being set aside. The facts, the evidence and the law

1 fall squarely against Hakim.

2 If Plaintiffs were forced to continue this action, including conducting discovery, the
3 attorneys' fees and costs Plaintiffs know will be spent and ultimately charged to Hakim will be
4 considerably more. It would be financially beneficial to Hakim to let the default judgment remain in
5 place.

6 **III. HAKIM HAS FAILED IN HIS BURDEN OF PROOF**

7 As the movant to set aside a default judgment, Hakim has the burden of proving he is entitled
8 to the relief of this Court setting aside the default judgment against him. *See S.E.C. v. Internet*
9 *Solutions for Business, LLC*, 509 F.3d 1161, 1165-66 (9th Cir. 2007). Hakim has not met his burden
10 because he has not, nor can he show, that service of process by court-sanctioned email was not
11 effective thereby making this action void. Moreover, evidence strongly shows that Hakim himself
12 has thwarted any attempt at personal or any service upon him by consistently failing to provide
13 complete and accurate service address. Even this Court failed to serve Hakim at the residential
14 address he himself provided.

15 Though Hakim uses Rule 60(b) to argue that the default judgment should be set aside, courts
16 have found that rule 60(b) must also comport with general principles of fairness. "A defendant who
17 has notice of an action against him may force the plaintiff to prove that service has been made and
18 that jurisdiction is proper by filing a Rule 12(b) motion to dismiss." *See Id, citing Rohm & Haas Co.*
19 *v. Aries*, 103 F.R.D. 541, 544 (S.D.N.Y.1984). "The defendant who chooses not to put the plaintiff
20 to its proof, but instead allows default judgment to be entered and waits, for whatever reason, until a
21 later time to challenge the plaintiff's action, should have to bear the consequences of such delay."
22 *See Id.*

23 Without a doubt, Hakim was on notice of this lawsuit on September 13, 2014. He was served
24 the summons and complaint via an email address he provided to GoDaddy.com. He knew his
25 domain name was locked, and he knew his website was no longer operable. He took affirmative
26 steps to stop the process server from personally serving him at an address Hakim provided to
27 GoDaddy.com, and to Wells Fargo, and continues to provide to Plaintiffs and to this Court. Hakim
28 could have challenged Plaintiffs' allegations and claims in September 2014, through a Rule 12

1 motion to dismiss. Instead, Hakim engaged in misdirection and misrepresentations to avoid liability.
2 He cannot now hide behind the rules he has so blatantly ignored.

3 **IV. CONCLUSION**

4 Based upon the foregoing, Plaintiffs' respectfully request that Hakim's motion to set aside
5 the default judgment against him be denied.

6 Respectfully submitted: January 5, 2015.

7
8 **GREENBERG TRAURIG, LLP**

9 */s/ Laraine Burrell*

10 Lauri S. Thompson (Bar No. 6846)
11 Laraine Burrell (Bar No. 8771)
12 3773 Howard Hughes Parkway
13 Suite 400 North
14 Las Vegas, Nevada 89169
15 Counsel for Plaintiffs

GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway, Suite 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

CERTIFICATE OF SERVICE

I hereby certify that on January 5, 2015, I served the **PLAINTIFFS' OPPOSITION TO DEFENDANT BEN HAKIM'S: [PROPOSED] NOTICE OF MOTION AND MOTION FOR RELIEF AND SET ASIDE OF DEFAULT AND DEFAULT JUDGMENT; MEMORANDUM OF POINTS [AND] AUTHORITIES IN SUPPORT; DECLARATION OF BENJAMIN HAKIM IN SUPPORT** upon:

Ben Hakim
11740 Wilshire Blvd., A2104
Los Angeles, California 90025
ben.hakim@gmail.com

by causing a full, true, and correct copy thereof to be sent by the following indicated method or methods, on the date set forth below:

- ☒ by mailing in a sealed, first class postage-prepaid envelope, addressed to the last-known office address of the Defendant, and deposited with the United States Postal Service in Las Vegas, Nevada.
- ☒ by registered electronic mail to the last known e-mail address of the Defendant.

/s/ Cynthia L. Ney
An employee of Greenberg Traurig, LLP

Exhibit 1

Log In to My Account or Create Account

 (480) 505-8877 Support
 Hablamos Español

All Products ▾

Cart 0 ▾

Find Your
DomainBuild your
WebsiteGet website
HostingGrow with
Web Tools

Commercials | Deals | Bob's Blog

WHOIS Domain Check

WHOIS search results for:
HAKKASANNIGHTCLUBLASVEGAS.COM
 (Registered)

Is this your
domain?
 Add hosting, email and more.

Want to buy
this domain?
 Get it with our Domain Buy service.

Domain Name: HAKKASANNIGHTCLUBLASVEGAS.COM

Registrar URL: http://www.godaddy.com

Updated Date: 2013-08-04 13:08:42

Creation Date: 2013-08-04 13:08:42

Registrar Expiration Date: 2014-08-04 13:08:42

Registrar: GoDaddy.com, LLC

DomainStatus: clientDeleteProhibited

DomainStatus: clientRenewProhibited

DomainStatus: clientTransferProhibited

DomainStatus: clientUpdateProhibited

Registrant Name: Ben Hakim

Registrant Organization:

Registrant Street: 11740 Wilshire Blvd

Registrant Street: A2104

Registrant City: Los Angeles

Registrant State/Province: California

Registrant Postal Code: 90025

Registrant Country: United States

Admin Name: Ben Hakim

Admin Organization:

Admin Street: 11740 Wilshire Blvd

Admin Street: A2104

Admin City: Los Angeles

Admin State/Province: California

Admin Postal Code: 90025

Admin Country: United States

Admin Phone: 8055701717

Admin Fax:

Admin Email: ben.hakim@gmail.com

Tech Name: Ben Hakim

Tech Organization:

Tech Street: 11740 Wilshire Blvd

Tech Street: A2104

Tech City: Los Angeles

Tech State/Province: California

Tech Postal Code: 90025

Tech Country: United States

Tech Phone: 8055701717

Tech Fax:

Tech Email: ben.hakim@gmail.com

Name Server: NS01.DOMAINCONTROL.COM

Name Server: NS02.DOMAINCONTROL.COM

The data contained in GoDaddy.com, LLC's WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

[See Underlying Registry Data](#)
[Report Invalid Whois](#)

Domain already taken?

Enter Domain Name

.com ▾

Search

NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand and enable you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

Alternate TLDs		
<input type="checkbox"/>	hakkasannightclublasvegas.co	SAVE \$12.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.net	SAVE \$9.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.org	SAVE \$12.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.info	SAVE \$2.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.us	SAVE \$3.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.ca	\$12.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.biz	SAVE \$5.99/yr
<input type="checkbox"/>	hakkasannightclublasvegas.mo	SAVE \$9.99/yr
Similar Premium Domains		
<input type="checkbox"/>	LasVegasBoardwalk.com	\$1,449.00*
<input type="checkbox"/>	LasVegasSchedule.com	\$488.00*
<input type="checkbox"/>	CityNightclub.com	\$849.00*
<input type="checkbox"/>	Hakkarinet	\$4,388.00*
<input type="checkbox"/>	Hakkan.com	\$2,488.00*
<input type="checkbox"/>	GasQ.com	\$4,388.00*

Domains available at Go Daddy Auctions®:

<input type="checkbox"/>	lasvegasbowl.com Ends on: 11/15/2013 12:00:00 AM PDT	\$3,000.00*
<input type="checkbox"/>	ihakkasnbu.com Ends on: 11/13/2013 9:56:00 AM PDT	\$799.00*
<input type="checkbox"/>	lasvegasaction.com Ends on: 10/19/2013 2:06:00 PM PDT	\$199.00*
<input type="checkbox"/>	lasvegascommercialbroker.com Ends on: 10/18/2013 6:12:00 PM PDT	\$995.00*
<input type="checkbox"/>	lasvegasnatural.com Ends on: 10/18/2013 6:04:00 AM PDT	\$350.00*
<input type="checkbox"/>	sinlasvegas.com Ends on: 10/18/2013 2:05:00 AM PDT	\$600.00*

Learn more about

[Private Registration](#)[Business Registration](#)[Deluxe Registration](#)[Protected Registration](#)

Exhibit 2

HOME | HAKKASAN BOTTLE SERVICE FORM | HAKKASAN NIGHTCLUB CONTACT | RESIDENT DJS HAKKASAN | BOTTLESERVICE RESERVATION.COM |
 | HOLLYWOOD NIGHTCLUBS |

Hakkasan Bottle Service | Hakkasan Nightclub Las Vegas | A Bottle Service Reservation Company

Bottle Service Reservations Made Simple | Guest List | VIP Services

HOME | HAKKASAN BOTTLE SERVICE FORM | HAKKASAN NIGHTCLUB CONTACT | RESIDENT DJS HAKKASAN | BOTTLESERVICE RESERVATION.COM |
 | HOLLYWOOD NIGHTCLUBS |

Type and hit enter to Search

posted 7 HOURS AGO by VPHOST

Hakkasan Nightclub | Hakkasan Bottle Service | Hakkasan Guest List | Hakkasan Events | August 19th, 2013

Filed under BOTTLE SERVICE, GUEST LIST, HAKKASAN BOTTLE SERVICE, HAKKASAN EVENTS, HAKKASAN GUEST LIST,
 HAKKASAN MONDAY NIGHTS, HAKKASAN NIGHTCLUB, LAS VEGAS NIGHTCLUBS, NIGHTCLUB

Hakkasan Nightclub Las Vegas

rp repost

Hakkasan Nightclub | Hakkasan Bottle Service | Hakkasan Guest List | Hakkasan Events | August 19th, 2013

Hakkasan Monday nights are epic. If you're visiting Las Vegas, you need to check out Hakkasan Nightclub. Hakkasan Nightclub bottle service is really recommended. This Vegas megaclub is truly an experience of a lifetime. Hakkasan Guest List is an option, but only if you're a group of hot girls. Hakkasan Nightclub is quite simply the best nightclub in Las Vegas. If you're interested in Hakkasan Nightclub bottle service, click the link or email us below:



Guest List and Bottle Service

Hakkasan Nightclub Located in the MGM Hotel And Casino

3799 S Las Vegas Blvd

Bottle Service Reservations

Newsletter Signup

Your Name

Your Email

SUBSCRIBE ▶

Follow us on Twitter

Tweets

Follow



J Swift
 @BookBottlesNow
 Hakkasan Nightclub |
 Hakkasan Bottle Service |
 Hakkasan Guest List |
 Hakkasan Events | August
 19th, 2013
 wp.me/p3Npd6-27

7h



J Swift
 @BookBottlesNow
 Featured Song of Week |
 Lana Del Rey vs Cedric
 Gervais 'Summertime
 Sadness' Remix (Video) |
 wp.me/p3Nr0B-2T
 Expand

9h

Tweet to @BookBottlesNow

Hakkasan Nightclub Bottle
Service Fan

Las Vegas, NV 89109

Contact a VIP Host for Hakkasan Nightclub Las Vegas at: Hakkasan@Bottleservicereservation.com

Hakkasan Nightclub bottle service reservation form. Hakkasan bottle service reservations made simple. Fill out Hakkasan bottle service form and a VIP Host will contact you shortly.

Name (required)

Email (required)

Phone (required)

Date Requested (MM/DD/YY) (required)

Select Service (Guest List, Bottle Service) (required)

Budget (required)

Number of Girls (required)

Number of Guys (required)

Facebook URL (required)

Submit »

Share this:

Like 3

Tweet 1

0



submit

Comment

Share

0

Print

Email

Like this:

★ Like

Be the first to like this.

Tagged with [Bottle Service](#) [Hakkasan Events](#) [Hakkasan Fridays](#) [Hakkasan Las Vegas](#) [Hakkasan Nightclub Guest List](#) [Hakkasan Nightclub Las Vegas](#) [Hakkasan Party](#) [Hakkasan Nightclub Las Vegas](#)

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Your email address will not be published. Required fields are marked *

Name *



**Bottle Service
Reservations
Nightlife VIP
Services**

Like

286 people like Bottle Service
Reservations Nightlife VIP Services.



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You may use these HTML tags and attributes:

 <abbr title=""> <acronym title=""> <blockquote cite=""> <code> <del datetime=""> <pre>

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☐ Notify me of new posts by email.

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powered by [WordPress](#) ([Back to top](#))

Exhibit 3

If I dine at Hakkasan, does that provide me access to the nightclub?

Dining at Hakkasan restaurant does not include admission to the nightclub. Please call the nightclub at 702.891.3838 for your nightlife needs.

What is Hakkasan Nightclub's Dress Code?

Dress Code is upscale fashionable attire. We do not permit: hats, sandals, sneakers, hard soled shoes and boots, ripped or baggy clothing and athletic wear. Collared shirts are required for men.

How do I book a Private Event?

Please visit our corporate events website at: <http://hakkasanlv.com/corporate-events/> or call 702.853.4342.

Important Ticketing and Entry Information

- Hakkasan guarantees that all tickets purchased directly from Hakkasan including Ticket Driver are authentic. We do not guarantee the authenticity of tickets purchased from another source unless they are an approved ticketing vendor by Hakkasan.
- Approved ticketing vendors include Wantickets.com and Vegas.com.
- Management Reserves all rights to control entrance into the venue including pre-purchased ticket holders. Management may refuse entry to any ticket holder as they see fit including, but not limited to, Dress Code violations, intoxicated patrons, unruly patrons, and patrons with illegal substances or carrying out illegal acts. For seamless entry, please plan accordingly.

✱

Still Have Questions?

Please call +1 702 891 3838

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Exhibit 4



From: Thompson, Lauri S. (Shld-LV-IP-Tech)
Sent: Friday, April 05, 2013 12:21 PM
To: ben@primenightlife.com
Cc: Hinde, Ingrid L. (Secy-LV-IP-Tech)
Subject: cybersquatting <hakkasanlasvegas.net>

Dear Ben,

This firm represents the intellectual property rights of the Hakkasan nightclub in Las Vegas, opening on April 18 in the MGM Grand Hotel & Casino. ("Hakkasan"), which is known throughout the world for its prestigious bar and restaurant brand. Hakkasan, and its partner, Angel Management Group own the exclusive right to use the HAKKASAN trademark in connection with restaurant, bar and nightclub services. See attached US Trademark Registration No. 3,789,248 for HAKKASAN.

Hakkasan has asked us to contact you regarding the registration and use of the domain name <hakkasanlasvegas.net>. Before filing a lawsuit for cybersquatting, I thought it would be beneficial to our clients, and to your company to try to settle this first. We ask that you immediately remove all materials relating to Hakkasan from your website, and anywhere else you may have the trademark, or creative materials presented to the public. Additionally, please let me know if you have any other <hakkasan> domain names.

As you can imagine, Hakkasan has invested significant time, money and other resources in developing the Hakkasan trademark, and substantially more resources in promoting its associated goods and services in the United States and throughout the world. In fact, Hakkasan has spent millions of dollars to advertise and promote the Hakkasan trademarks in print, broadcast media, and on the Internet through the Hakkasan web site accessible throughout the United States and around the world at <hakkasanlv.com>.

It is of the utmost importance to our client that the public not be confused about any affiliation between its business activities and the activities of others. Our client would like to resolve this simply by having your assurance that you will take the necessary steps to remove any reference to Hakkasan from your website, and anywhere else you may have used the trademark, and your subsequent written confirmation that this has been completed, and work with our firm to transfer all domain names to our client.

We thank you in anticipation of your cooperation and prompt response, today, or Monday, April 8th, 2013 at the latest. Please do not hesitate to contact me at any time with any questions or concerns related to this matter. If

you would call me at 702-938-6886 as soon as you receive this email, we may be able to address this very quickly.

Thanks,

Lauri

Lauri Thompson

Shareholder

Greenberg Traurig, LLP | Suite 400 North

3773 Howard Hughes Parkway | Las Vegas, Nevada 89169

Tel 702.938.6886 | Cell 702.595.1995

ThompsonL@gtlaw.com | www.gtlaw.com



Exhibit 5

WELLS
FARGO

PMA[®] Wells Fargo[®] PMA Package

BEN HAKIM
11740 WILSHIRE BLVD APT 2104
LOS ANGELES CA 90025-6529

Questions? Please contact us:

Wells Fargo Premier Banking Team SM

Available 24 hours a day, 7 days a week

Phone: **1-800-742-4932** , TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Chinese: 1-800-288-2288

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

February 28, 2014

Total assets:	\$5,791.36
Last month:	\$5,321.33
Change in \$:	\$470.03
Change in %:	8.83%

Total liabilities:	\$15,341.67
Last month:	\$13,847.33
Change in \$:	\$1,494.34
Change in %:	10.79%

Qualifying Balance :	\$21,133.03
Deposit Balance :	\$5,791.36

Contents	<i>Page</i>
Overview	2
PMA [®] Premier Checking Account.	4
Other Checking/Prepaid (2).	7
Savings and Retirement Savings (2).	9
Wells Fargo Credit Cards (2).	11

REDACTED

EXHIBIT 6

In the Matter Of:

HAKKASAN LV vs. HAKIM

2:13-CV-01544-KJD-PAL

BENJAMIN HAKIM

December 18, 2014

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

1

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3
4
5 HAKKASAN LV, LLC, a Nevada
limited liability company,
6 HAKKASAN LIMITED, a foreign
private limited company,

7 Plaintiffs,

8 vs.

CASE NO.

2:13-CV-01544-KJD-PAL

9 BEN HAKIM, an individual,

10 Defendant.

11 -----

12
13
14
15 THE DEPOSITION OF

16 BENJAMIN HAKIM

17
18 Thursday, December 18, 2014

19 10:06 a.m.

20
21 3773 Howard Hughes Parkway, Suite 400 North

22 Las Vegas, Nevada

23
24 June W. Seid, CCR No. 485

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

2

APPEARANCES OF COUNSEL

For Plaintiffs:

LARAINÉ M.I. BURRELL, ESQ.
Greenberg Traurig, LLP
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, Nevada 89169
702.792.3773
702.792.9002 Fax
burrell@gtlaw.com

* * * * *

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

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I N D E X

Witness Page

BENJAMIN HAKIM

By Ms. Burrell 6

E X H I B I T S

Exhibit No. Description Page

Hakim

1 Order setting examination of Judgment 12
Debtor Ben Hakim

2 Correspondence from Wells Fargo to Ben 12
Hakim, 12/8/2014

3 Financial record documents 12

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

4

1 Deposition of BENJAMIN HAKIM

2 December 18, 2014

3 (Prior to the commencement of the deposition, all
4 of the parties present agreed to waive the statements
5 by the court reporter pursuant to Rule 30(b)(4) of the
6 Nevada Rules of Civil Procedure.)

7

8 Thereupon--

9 BENJAMIN HAKIM,

10 was called as a witness, and having been first duly
11 sworn, was examined and testified as follows:

12 MS. BURRELL: For the record, my name is
13 Laraine Burrell and I represent the plaintiffs in this
14 action, Hakkasan LV, LLC and Hakkasan Limited.

15 THE WITNESS: And before we proceed, I'm just
16 going to go on record.

17 There's an ex-parte motion to be heard before
18 the court for emergency relief, so I'm not going to
19 answer any other questions. I just wanted to show on
20 your behalf. I have absolutely nothing to say. So you
21 don't need to ask me anything else.

22 And I did want to provide this.

23 MS. BURRELL: I do have to make my record
24 before you leave.

25 THE WITNESS: Okay. That's fine. I just

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

5

1 wanted to show you this, if you wanted to make a copy
2 of this.

3 This is from Wells Fargo. It says, "Thank
4 you for your recent application" -- I was actually
5 trying to get this for settlement. "After careful
6 consideration we are unable to grant you a request for
7 credit based on the following reasons: Poor
8 performance with Wells Fargo, another Wells Fargo"
9 blah-blah. And they turned it down.

10 I'm not going to give this to you though.
11 I'm just going to show this to you. But I'm on file,
12 on record showing you this.

13 MS. BURRELL: I'm going to object, because
14 unless we have an actual copy of that --

15 THE WITNESS: Yeah, you can make a copy.

16 MS. BURRELL: Well, it has to go on record.

17 THE WITNESS: Okay, you can make a copy of
18 this.

19 MS. BURRELL: Okay, let's go off the record
20 and we will make a copy and I'll make my statement as
21 well.

22 (Whereupon, a recess was taken.)

23 MS. BURRELL: Going back on the record.

24 Mr. Hakim just presented me with a Wells
25 Fargo statement, and we are going to put this on the

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

6

1 record as Exhibit 2.

2 THE WITNESS: Sure.

3 MS. BURRELL: All right. You've already read
4 part of it into the record, so we want to make sure
5 that we have got the actual document so the court can
6 see what you're referring to. Okay?

7 THE WITNESS: Okay.

8 MS. BURRELL: Now, I need to identify you for
9 the record, so I'm going to ask you just some basic
10 questions.

11 THE WITNESS: I'm willing to state my name.

12 EXAMINATION

13 BY MS. BURRELL:

14 Q. What is your name for the record?

15 A. Benjamin Hakim.

16 Q. All right, spell that, please.

17 A. B-e-n-j-a-m-i-n H-a-k-i-m.

18 Q. Now, are you on any medications or have any
19 medical conditions that would affect your ability to
20 understand my questions or form a response to any
21 questions?

22 A. No, I'm not.

23 Q. Okay. And can I ask you what your address
24 is?

25 You do have it on your pleadings, but for the

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

7

1 record the reason is we need to make sure if there are

2 other Ben Hakims out there that we identify you as this

3 particular Ben Hakim.

4 What is your address?

5 A. It's the same one that's on that piece of

6 paper.

7 Q. So you're testifying that your address is

8 11740 Wilshire Boulevard, 2104?

9 A. Yes.

10 Q. And that's Los Angeles, California

11 90025-6529?

12 A. Yes.

13 Q. And is there anybody else that lives there or

14 that can confirm that you actually live at that

15 address?

16 A. That's the only information that I have for

17 you.

18 Q. Okay. So there's nobody else that can

19 confirm that that is actually --

20 A. Wells Fargo can confirm that for you.

21 Q. It could be a business address. Is that your

22 residence?

23 A. Wells Fargo can confirm it for you.

24 Q. They're not a party to this.

25 A. My name's on that, so obviously that's the

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

8

1 address as I stated.

2 Q. So you're refusing to answer?

3 A. I'm not refusing. I just gave you an answer.

4 Q. Is that your residential address?

5 A. That's my address where I'm at.

6 Q. What do you mean by that, where you're "at"?

7 A. That's where I reside.

8 Q. So it's your residence?

9 A. Yes.

10 Q. "Yes." Okay. So that wasn't so hard, was
11 it?

12 Okay. Now, I understand that you're in the
13 going to answer any further questions.

14 A. No.

15 Q. Okay, but I have to ask you, why are you here
16 today?

17 Do you recognize this document?

18 A. I would like to conclude this meeting,
19 subject to the court making a motion on my ex-parte
20 request. I have nothing else to answer.

21 Q. Okay. Have you produced any evidence that
22 the court has set aside this debtor's exam today?

23 A. There is information on Pacer which you've
24 already been provided.

25 Q. The question is --

BENJAMIN HAKIM
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1 A. I don't have another answer for you.

2 Q. Okay, so we will take that as a negative. We
3 are entitled to infer that you don't have that
4 information.

5 A. The information is located on Pacer, which
6 was provided to you and you have been officially
7 served. You can provide that information to yourself.

8 Q. You're not listening to the question.

9 A. I don't understand, I'm sorry.

10 Q. Okay. You said you're not represented by
11 counsel.

12 A. No, I'm not.

13 Q. The pleadings you have on Pacer, who drafted
14 those for you?

15 A. It's self report.

16 Q. Did you under --

17 A. Now listen, I have no questions for you, I
18 have no more answers for you. I'm done.

19 Q. But you understand, I'm going to continue
20 this.

21 A. That's fine.

22 Q. And if you leave --

23 A. Yes.

24 Q. -- I'm going to continue making the record
25 for the court.

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1 A. There's no more record for the court. I'm
2 waiting for the judge to be heard.

3 Q. You do understand --

4 A. I'm going to say this -- wait, wait.

5 Q. No, no --

6 A. Wait, wait, wait! I'm going to say it this
7 way -- no, no, no, no, no, no! You asked me a question
8 and I answered.

9 Q. No, you're going to listen to me right now.
10 I ask the questions. I ask the questions.

11 (Unintelligible cross-talking.)

12 A. The judge has a motion on calendar set forth
13 by ex-parte motion to set aside this judgment and make
14 a default.

15 I have nothing else to say, thank you very
16 much.

17 When the motion is heard by the court and
18 they give their decision, in which all information has
19 been provided and served --

20 Q. Mr. Hakim --

21 A. -- I will come back if I am court ordered and
22 I will answer the rest of your questions. Have a
23 wonderful day.

24 Q. Mr. Hakim, you are so clueless.

25 (Witness left.)

BENJAMIN HAKIM
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1 MS. BURRELL: The court has not set aside
2 this judgment debtor exam.

3 Mr. Hakim has left the room. I'm going to
4 continue to make a record.

5 Mr. Hakim did appear today pursuant to court
6 order, which we have entered as Exhibit Number 1, and
7 that was document number 25.

8 He was to appear here today, Thursday,
9 December 18th at 10:00 a.m. to testify concerning his
10 property. He did appear. It's a fair inference that
11 he was on notice of this debtor's exam. He received
12 the court's order of the debtor's exam because he did,
13 in fact, appear.

14 I tried to ask him if he had any knowledge as
15 to why he should not appear, as to why he should not
16 answer questions, in particular I tried to ask him
17 whether he had anything from the court setting aside
18 today's order for today's debtor exam. He refused to
19 answer the question.

20 I have no notice from the court setting aside
21 this examination, or continuing this examination until
22 another time. I am not aware that anything has been
23 filed by the debtor to set aside this examination or to
24 continue this examination until another time.

25 I think we can go off the record on that.

BENJAMIN HAKIM
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1 (Off-record discussion held.)
2 May I add one more thing. As identified as
3 Exhibit 1 is the order setting this examination.
4 Exhibit 2 to the order is a list of document
5 production that Mr. Hakim was to provide to us prior to
6 today's examination.
7 I'm going to provide as Exhibit 3, documents
8 concerning his financial records that we are going to
9 put on the record as Exhibit 3 today.
10 (Exhibit 1 marked
11 for identification.)
12 (Exhibit 2 marked
13 for identification.)
14 (Exhibit 3 marked
15 for identification.)
16 (Whereupon, the deposition was concluded
17 at 10:18 AM this date.)

18 * * * * *
19
20
21
22
23
24
25

BENJAMIN HAKIM
HAKKASAN LV vs. HAKIM

December 18, 2014

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CERTIFICATE OF REPORTER

STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

I, June W. Seid, a Certified Court Reporter

licensed by the State of Nevada, do hereby certify:

That I reported the deposition of BENJAMIN HAKIM, on

Thursday, December 18, 2014, at 10:06 a.m.

That prior to being deposed, the witness was

duly sworn by me to testify to the truth. That I

thereafter transcribed my said stenographic notes via

computer-aided transcription into written form, and

that the typewritten transcript is a complete, true and

accurate transcription of my said stenographic notes.

That review of the transcript was waived.

I further certify that I am not a relative,

employee or independent contractor of counsel or of any

of the parties involved in the proceeding; nor a person

financially interested in the proceeding; nor do I have

any other relationship that may reasonably cause my

impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my

office in the County of Clark, State of Nevada, this

23rd day of December, 2014.

JUNE W. SEID, CCR NO. 485

Exhibit 7

Ney, Cynthia (Para-LV-LT)

From: AM:PM Legal Solutions <ampmlegalsolutions@yahoo.com>
Sent: Monday, September 16, 2013 10:53 AM
To: Ney, Cynthia (Para-LV-LT)
Subject: Re: Status - rush service

Service was attempted at
11740 Wilshire Blvd, A2104
Los Angeles, CA 90025. The photos were just photos of the apartment building.

AM:PM Legal Solutions
520 S. 7th St., Ste. B
Las Vegas, NV 89101
Ph. (702) 385-2676
Fax (702) 386-2676

From: "neyc@gtlaw.com" <neyc@gtlaw.com>
To: ampmlegalsolutions@yahoo.com
Sent: Monday, September 16, 2013 10:42 AM
Subject: RE: Status - rush service

No photos were attached. Please confirm address where service was attempted. Thanks.

From: AM:PM Legal Solutions [<mailto:ampmlegalsolutions@yahoo.com>]
Sent: Monday, September 16, 2013 9:52 AM
To: Ney, Cynthia (Para-LV-LT)
Subject: Status - rush service

Rush service on September 15, 2013 @ 3:36 pm- 1st attempt to serve. Contacted a Joey Blue MW 25-30 green eyes, sandy blonde hair, 5'9" 165 lbs and a Jackie Blue FW 25-30 bro eyes blk hair 5'6" 145 lbs that advised server that they were the only residents living there. They added that they didn't know the subject. See attached photos.

Please advise.

AM:PM Legal Solutions
520 S. 7th St., Ste. B
Las Vegas, NV 89101
Ph. (702) 385-2676
Fax (702) 386-2676

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Exhibit 8

STATE OF NEVADA

)

SS.

COUNTY OF CLARK

)

On 16 December 2014 I served the following document entitled:

1. [PROPOSED] NOTICE OF MOTION AND MOTION FOR RELIEF DEFAULT AND DEFAULT JUDGMENT

2. [PROPOSED] MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF RELIEF FROM DEFAULT AND DEFAULT JUDGMENT

3. [PROPOSED] DECLARATION

4. [PROPOSED PLEADING THERETO] NOTICE OF MOTION AND MOTION TO QUASH SERVICE OF SUMMONS AND COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT

Lauri S. Thompson
GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway, Suite 400N
Las Vegas, Nevada 89169

Executed this 16 December 2014, Las Vegas Nevada

X Terra Aguirre 12/16/14
TERRA AGUIRRE
310-614-9222 818 930-2901

1 BENJAMIN HAKIM
IN PROPIA PERSONA
2 11740 Wilshire Boulevard
Los Angeles, California 90025
3 Ben.Hakim@Gmail.com
4 +1-805-570-1717
5
6
7
8

UNITED STATES DISTRICT COURT
NEVADA DISTRICT
LAS VEGAS

11 HAKKASAN LV, LLC et al.) Case No.: 2:13-cv-1544-KJD-PAL
12)
12 Plaintiff,) CERTIFICATE OF SERVICE
13 vs.)
14 BEN HAKIM, et al.)
15 Defendants.)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Exhibit 9

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2013 Registrar Accreditation Agreement

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1. [Registrar Accreditation Agreement](#)
2. [Whois Accuracy Program Specification](#)
3. [Registration Data Directory Service \(Whois\) Specification](#)
4. [Consensus and Temporary Policy Specification](#)
5. [Specification on Privacy and Proxy Registrations](#)
6. [Data Retention Specification](#)
7. [Registrar Information Specification](#)
8. [Additional Registrar Operation](#)

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Resiliency
(IS-SSR)

▶ ccTLDs

▶ Internationalized
Domain
Names

▶ Universal
Acceptance
Initiative

▶ Policy

▶ Public
Comment

▶ Contact

▶ Help

9. Registrants' Benefits and Responsibilities

10. Logo License Specification

11. Compliance Certificate

12. Transition Addendum

Registrar Accreditation Agreement

This REGISTRAR ACCREDITATION AGREEMENT (this "Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____, at Los Angeles, California, USA.

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

1.1 "Account Holder" means the person or entity that is paying for the Registered Name or otherwise controls the management of the registered name, when that person or entity is not the Registered Name Holder.

1.2 "Accredited" or "Accreditation" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.3 "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the person or entity specified.

1.4 "Affiliated Registrar" is another Accredited registrar that is an Affiliate of Registrar.

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1.5 "Applicable Registrar Family" means, with respect to Affiliated Registrars, such Affiliated Registrar as a group.

1.6 "Consensus Policy" has the meaning set forth in the Consensus Policies and Temporary Policies Specification attached hereto.

1.7 "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

1.8 "DNS" refers to the Internet domain-name system.

1.9 The "Effective Date" is _____.

1.10 The "Expiration Date" is _____.

1.11 "gTLD" or "gTLDs" refers to the top-level domain(s) of the DNS delegated by ICANN pursuant to a registry agreement that is in full force and effect, other than any country code TLD (ccTLD) or internationalized domain name (IDN) country code TLD.

1.12 "gTLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.

1.13 "Illegal Activity" means conduct involving use of a Registered Name sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration database for the purpose of a Registered Name sponsored by Registrar that is prohibited by applicable law.

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1.14 "Personal Data" refers to data about any identified or identifiable natural person.

1.15 "Registered Name" refers to a domain name within the domain of a gTLD, whether consisting of two (2) or more (e.g., john.smith.name) levels, about which a gTLD Registry Operator (or an Affiliate or subcontractor thereof engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).

1.16 "Registered Name Holder" means the holder of a Registered Name.

1.17 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.

1.18 "Registrar Approval" means the receipt of either of the following approvals:

1.18.1 The affirmative approval of Applicable Registrars accounting for 90% of the Total Registered Names Under Management by the Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar

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Management), both for purposes of the numerator and the denominator; or

1.18.2 The affirmative approval of 50% plus one of the Applicable Registrars that participate in the process to approve or disapprove (i.e. vote for or against, but not abstain or otherwise fail to vote) a proposed amendment under Section 6, and the affirmative approval of Applicable Registrars accounting for 66.67% of the Total Registered Names Under Management by all Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator. An example of these calculations is set forth in Appendix 1 attached hereto.

1.19 "Registrar Services" means the services subject to this Agreement provided by a registrar in connection with a gTLD, and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

1.20 "Registry Data" means all Registry Database data maintained in electronic form, and shall include gTLD Zone

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1.21 "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of a registry that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.22 A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific gTLD.

1.23 "Registry Services," with respect to a particular gTLD, shall have the meaning defined in the agreement between ICANN and the Registry Operator for that gTLD.

1.24 A "Reseller" is a person or entity that participates in Registrar's distribution channel for domain name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data about Registered Name Holders, submitting that data to Registrar, or facilitating the entry of the registration agreement between the Registrar and the Registered Name Holder.

1.25 "Restricted Amendment" means (i) an amendment of the Consensus Policies and Temporary Policies Specification or (ii) the term of this Agreement as specified in Section 5.1, as such term may be extended pursuant to Section 5.2.

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1.26 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, This notice is intended to appear only the first time you visit this section on any computer.

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in the event a registrar loses Accreditation, in accordance with then-current ICANN Specifications and Policies.

1.27 "Specifications and/or Policies" include Consensus Policies, Specifications (such as the Whois Accuracy Program Specification) referenced in this Agreement, and any amendments, policies, procedures, or programs specifically contemplated by this Agreement or authorized by ICANN's Bylaws.

1.28 "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

1.29 "Total Registered Names Under Management" means the total number of Registered Names sponsored by all Applicable Registrars as reflected in the latest monthly reports submitted to ICANN by Registrars.

1.30 "Whois Accuracy Program Specification" means the Whois Accuracy Program Specification attached hereto, as updated from time to time in accordance with this Agreement.

1.31 "Whois Specification" means the Registration Data Directory Service (Whois) Specification attached hereto, as updated from time to time in accordance with this Agreement.

1.32 "Working Group" means representatives of the Applicable Registrars and other members of the community that the Registrar Stakeholder Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registrar Agreements (excluding bilateral amendments pursuant to Section 6.9).

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2. ICANN OBLIGATIONS.

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2.1 Accreditation During the Term of this Agreement and subject to the terms and conditions of this Agreement, Registrar is hereby Accredited by ICANN to act as a

registrar (including to insert and renew registration of Registered Names in the Registry Database) for gTLDs.

2.2 Registrar Use of ICANN Name, Website and Trademarks. ICANN hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is Accredited by ICANN as a registrar for gTLDs, and (b) to link to pages and documents within the ICANN website. Subject to the terms and conditions set forth in the Logo License Specification attached hereto, ICANN hereby grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks (as defined in the Logo License Specification). No other use of ICANN's name, website or Trademarks is licensed hereby. This license may not be assigned or sublicensed by Registrar to any other party, including, without limitation, any Affiliate of Registrar or any Reseller.

2.3 General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of Registrar, ICANN shall during the Term of this Agreement:

2.3.1 exercise its responsibilities in an open and transparent manner;

2.3.2 not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

2.3.3 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

2.3.4 ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by ICANN's standards, policies, procedures or practices.

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2.4 Use of ICANN Accredited Registrars. In order to promote competition in the registration of domain names, and in recognition of the value that ICANN-Accredited registrars bring to the Internet community, ICANN has ordinarily required gTLD registries under contract with ICANN to use ICANN-Accredited registrars, and ICANN will during the course of this agreement abide by any ICANN adopted Specifications or Policies requiring the use of ICANN-Accredited registrars by gTLD registries.

3. REGISTRAR OBLIGATIONS.

3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for one or more gTLDs in accordance with this Agreement.

3.2 Submission of Registered Name Holder Data to Registry. During the Term of this Agreement:

3.2.1 As part of its registration of Registered Names in a gTLD, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the gTLD the following data elements:

3.2.1.1 The name of the Registered Name being registered;

3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.2.1.3 The corresponding names of those nameservers;

3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;

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3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and

3.2.1.6 Any other data the Registry Operator requires be submitted to it.

The agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements applicable to that gTLD, in which event, the alternative required data elements shall replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular gTLD. When seeking approval for alternative required data elements, the data elements set forth in Subsections 3.2.1.1 through 3.2.1.6 should be considered suggested minimum requirements.

3.2.2 Within seven (7) days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name that Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by, the relevant Registry Operator.

3.2.3 In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry Operator, within ten

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Registrar, in a format specified by ICANN, to the Registry Operator for the appropriate gTLD.

3.3 Public Access to Data on Registered Names. During the Term of this Agreement:

3.3.1 At its expense, Registrar shall provide an interactive web page and, with respect to any gTLD operating a "thin" registry, a port 43 Whois service (each accessible via both IPv4 and IPv6) providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar in any gTLD. Until otherwise specified by a Consensus Policy, such data shall consist of the following elements as contained in Registrar's database:

3.3.1.1 The name of the Registered Name;

3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);

3.3.1.4 The original creation date of the registration;

3.3.1.5 The expiration date of the registration;

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3.3.1.6 The name and postal address of the Registered Name Holder;

3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

The agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements applicable to that gTLD, in which event, the alternative required data elements shall replace and supersede Subsections 3.3.1.1 through 3.3.1.8 stated above for all purposes under this Agreement but only with respect to that particular gTLD.

3.3.2 Upon receiving any updates to the data elements listed in Subsections 3.3.1.2, 3.3.1.3, and 3.3.1.5 through 3.3.1.8 from the Registered Name Holder, Registrar shall promptly update its database used to provide the public access described in Subsection 3.3.1.

3.3.3 Registrar may subcontract its obligation to provide the public access described in Subsection 3.3.1 and the updating described in Subsection 3.3.2, provided that Registrar shall remain fully responsible for the proper provision of the access and updating.

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3.3.4 Registrar shall abide by any Consensus Policy that requires registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented

by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any Consensus Policy requiring Registrar, if reasonably determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar's database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.

3.3.5 In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by any Specification or Policy established by ICANN. Unless and until ICANN establishes a different Consensus Policy, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, postal mail, facsimile or other means of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

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3.3.6 In the event that ICANN determines, following analysis of economic data by an economist(s) retained by ICANN (which data has been made available to Registrar), that an individual or entity is able to exercise market

power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties, Registrar shall provide third-party bulk access to the data subject to public access under Subsection 3.3.1 under the following terms and conditions:

3.3.6.1 Registrar shall make a complete electronic copy of the data available at least one (1) time per week for download by third parties who have entered into a bulk access agreement with Registrar.

3.3.6.2 Registrar may charge an annual fee, not to exceed US\$10,000, for such bulk access to the data.

3.3.6.3 Registrar's access agreement shall require the third party to agree not to use the data to allow, enable, or otherwise support any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts.

3.3.6.4 Registrar's access agreement shall require the third party to agree not to use the data to enable high-volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or manage registrations.

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3.3.6.5 Registrar's access agreement must require the third party to agree not to sell or redistribute the data except insofar as it has been incorporated by the third party into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service for use by other parties.

3.3.7 To comply with applicable statutes and regulations and for other reasons, ICANN may adopt a Consensus Policy establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. Registrar shall comply with any such Consensus Policy.

3.3.8 Registrar shall meet or exceed the requirements set forth in the Whois Specification.

3.4 Retention of Registered Name Holder and Registration Data.

3.4.1 For each Registered Name sponsored by Registrar within a gTLD, Registrar shall collect and securely maintain, in its own electronic database, as updated from time to time:

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3.4.1.1 the data specified in the Data Retention Specification attached hereto for the period specified therein;

3.4.1.2 The data elements listed in Subsections 3.3.1.1 through 3.3.1.8;

3.4.1.3 the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact;

3.4.1.4 any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2; and

3.4.1.5 the name, postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service, in each case, offered or made available by Registrar or its Affiliates in connection with each registration. Effective on the date that ICANN fully implements a Proxy Accreditation Program established in accordance with Section 3.14, the obligations under this Section 3.4.1.5 will cease to apply as to any specific category of data (such as postal address) that is expressly required to be retained by another party in accordance with such Proxy Accreditation Program.

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3.4.2 During the Term of this Agreement and for two (2) years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Holders:

Operator(s) and Registered Holders: [Dismiss](#)

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar.

3.4.3 During the Term of this Agreement and for two (2) years thereafter, Registrar shall make the data, information and records specified in this Section 3.4 available for inspection and copying by ICANN upon reasonable notice. In addition, upon reasonable notice and request from ICANN, Registrar shall deliver copies of such data, information and records to ICANN in respect to limited transactions or circumstances that may be the subject of a compliance-related inquiry; provided, however, that such obligation shall not apply to requests for copies of the Registrar's entire database or transaction history. Such copies are to be provided at

A note about tracking cookies Registrar's expense. In responding to ICANN's

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Registrar's business. In the event Registrar believes that the provision of any such data, information or records to ICANN would violate applicable law or any legal proceedings, ICANN and Registrar agree to discuss in good faith whether appropriate limitations, protections, or alternative solutions can be identified to allow the production of such data, information or records in complete or redacted form, as appropriate. ICANN shall not disclose the content of such data, information or records except as expressly required by applicable law, any legal proceeding or Specification or Policy.

3.4.4 Notwithstanding any other requirement in this Agreement or the Data Retention Specification, Registrar shall not be obligated to maintain records relating to a domain registration beginning on the date two (2) years following the domain registration's deletion or transfer away to a different registrar.

3.5 Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each gTLD for which it is Accredited. Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each gTLD for which it is Accredited, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in each gTLD for which it is Accredited, Registrar acknowledges that the registrar

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gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any Specifications or Policies or (2) transferring rights it claims in data elements subject to the provisions of this Subsection 3.5.

3.6 Data Escrow. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the data described in Subsections 3.4.1.2 through 3.4.1.5 to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

3.7 Business Dealings, Including with Registered Name

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3.7.1 In the event ICANN adopts a Specification or Policy that is supported by a consensus of ICANN Accredited Registrars elected in the Registrar Stakeholder Group (or any successor

group), establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code of Conduct.

3.7.2 Registrar shall abide by applicable laws and governmental regulations.

3.7.3 Registrar shall not represent to any actual or potential Registered Name Holder that Registrar enjoys access to a registry for which Registrar is Accredited that is superior to that of any other registrar Accredited for that registry.

3.7.4 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.

3.7.5 At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).

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3.7.5.1 Extenuating circumstances are defined as: UDRP action, valid court order, failure of a Registrar's renewal process (which does not include failure of a registrar to respond), the domain name is used

by a nameserver that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver), the registrant is subject to bankruptcy proceedings, payment dispute (where a registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a registrant disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.

3.7.5.2 Where Registrar chooses, under extenuating circumstances, to renew a domain name without the explicit consent of the registrant, the registrar must maintain a record of the extenuating circumstances associated with renewing that specific domain name for inspection by ICANN consistent with clauses 3.4.2 and 3.4.3 of this registrar accreditation agreement.

3.7.5.3 In the absence of extenuating circumstances (as defined in Section 3.7.5.1 above), a domain name must be deleted within 45 days of either the registrar or the registrant terminating a registration agreement.

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3.7.5.4 Registrar shall provide notice to each new registrant describing the details of their deletion and auto-renewal policy including expected time at which a non-

renewed domain name would be deleted relative to the domain's expiration date, or a date range not to exceed ten (10) days in length. If a registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the registrant of the changes as it would to inform the registrant of other material changes to the registration agreement (as defined in clause 3.7.7 of the registrars accreditation agreement).

3.7.5.5 If Registrar operates a website for domain name registration or renewal, details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website.

3.7.5.6 If Registrar operates a website for domain registration or renewal, it should state, both at the time of registration and in a clear place on its website, any fee charged for the recovery of a domain name during the Redemption Grace Period.

3.7.5.7 In the event that a domain which is the subject of a UDRP dispute is deleted or expires during

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the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the registrant. If the complainant renews or

restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the registrant will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within 45 days. The registrant retains the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retains the right to renew the name before it is deleted.

3.7.6 Registrar shall not insert or renew any Registered Name in any gTLD registry in a manner contrary to (i) any Consensus Policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal, or (ii) any list of names to be reserved from registration as required by the specific Registry Operator for which the Registrar is providing Registrar Services.

3.7.7 Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12, and which agreement shall otherwise set forth the terms and conditions applicable to the

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Registration of a domain name sponsored by Registrar. The Registered Name Holder with whom Registrar enters into a registration agreement must be a person or legal entity other than the Registrar, provided that Registrar

may be the Registered Name Holder for domains registered for the purpose of conducting its Registrar Services, in which case the Registrar shall submit to the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12 and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and Specifications and Policies. Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the registration agreement between Registrar and any Registered Name Holder that relate to implementing the requirements of Subsections 3.7.7.1 through 3.7.7.12 or any Consensus Policy.

3.7.7.1 The Registered Name Holder shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.

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3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information

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provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

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3.7.7.4 Registrar shall provide notice to each new or renewed Registered Name Holder stating:

3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;

3.7.7.4.2 The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);

3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and

3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.

3.7.7.6 The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose Personal Data are supplied

Registrar by the Registered Name

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Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

3.7.7.7 Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Subsection 3.7.7.4 above.

3.7.7.8 Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

3.7.7.10 For the adjudication of disputes concerning or arising from use of the Registered Name, the

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domicile and (2) where Registrar is located.

3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

3.7.7.12 The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

3.7.8 Registrar shall comply with the obligations specified in the Whois Accuracy Program Specification. In addition, notwithstanding anything in the Whois Accuracy Program Specification to the contrary, Registrar shall

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as required by any Consensus Policy requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) verification of such information. Registrar shall,



3.7.9 Registrar shall abide by any Consensus Policy prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.7.11 Registrar shall make available a description of the customer service handling processes available to Registered Name Holders regarding Registrar Services, including a description of the processes for submitting complaints and resolving disputes regarding the Registrar Services.

3.8 Domain-Name Dispute Resolution. During the Term of

Under this Agreement, Registrar shall have in place a policy and

procedures for resolution of disputes concerning
 "Registered Names. Until ICANN adopts an alternative
 policy for how they are being used.

respect to the resolution of dispute  Dismiss  **Warning** Registered
Names, Registrar shall comply with the Uniform Domain

Name Dispute Resolution Policy ("UDRP") identified on ICANN's website (www.icann.org/general/consensus-policies.htm), as may be modified from time to time.

Registrar shall also comply with the Uniform Rapid Suspension ("URS") procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by a Registry Operator for which Registrar is providing Registrar Services.

3.9 Accreditation Fees. As a condition of Accreditation, Registrar shall pay Accreditation fees to ICANN. These fees consist of yearly and variable fees.

3.9.1 Registrar shall pay ICANN a yearly Accreditation fee in an amount established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation. This yearly Accreditation fee shall not exceed US\$4,000. Payment of the yearly fee shall be due within thirty (30) days after invoice from ICANN, provided that Registrar may elect to pay the yearly fee in four (4) equal quarterly installments.

3.9.2 Registrar shall pay the variable Accreditation fees established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all

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3.9.3 For any payments thirty (30) days or more overdue, Registrar shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law from later of the date of the invoice or the date the invoice is sent pursuant to Section 7.6 of this Agreement. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party designated by ICANN that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

3.9.4 The Accreditation fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes) that are imposed by or under the authority of any government or any political subdivision thereof on the Accreditation fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against such Accreditation fees. All payments due to ICANN shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by applicable law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent

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ICANN receives (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

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3.10 Insurance. Registrar shall maintain in force commercial general liability insurance or similar liability insurance as specified by ICANN with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the Term of this Agreement.

3.11 Obligations of Registrars under common controlling interest. Registrar shall be in breach of this Agreement if:

3.11.1 ICANN terminates an Affiliated Registrar's accreditation agreement with ICANN (an "Affiliate Termination");

3.11.2 Affiliated Registrar has not initiated arbitration challenging ICANN's right to terminate the Affiliated Registrar's accreditation agreement under Section 5.8 of this Agreement, or has initiated such arbitration and has not prevailed;

3.11.3 the Affiliate Termination was the result of misconduct that materially harmed consumers or the public interest;

3.11.4 a second Affiliated Registrar has pursued, after the Affiliate Termination, the same course of conduct that resulted in the Affiliate Termination; and

3.11.5 ICANN has provided Registrar with written notice that it intends to assert the provisions of this Section 3.11 with respect to Registrar, which notice shall identify in reasonable detail the factual basis for such assertion, and Registrar has failed to cure the impugned conduct within fifteen (15) days of such notice.

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3.12 Obligations Related to Provision of Registrar Services by Third Parties. Registrar is responsible for the provision

of Registrar Services for all Registered Names that Registrar sponsors being performed in compliance with this Agreement, regardless of whether the Registrar Services are provided by Registrar or a third party, including a Reseller. Registrar must enter into written agreements with all of its Resellers that enable Registrar to comply with and perform all of its obligations under this Agreement. In addition, Registrar must ensure that:

3.12.1 Its Resellers do not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent themselves as Accredited by ICANN, unless they have written permission from ICANN to do so.

3.12.2 Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

3.12.3 Its Resellers identify the sponsoring registrar upon inquiry from the customer.

3.12.4 Its Resellers comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may

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privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, Registrar shall require Resellers to comply with the Specification on Privacy and Proxy Registrations attached hereto.

3.12.5 Its Resellers' customers are provided with a link to an ICANN webpage detailing registrant educational information, as detailed in subsection 3.16 below.

3.12.6 In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement, Registrar shall take reasonable steps to enforce its agreement with such Reseller so as to cure and prevent further instances of non-compliance.

3.12.7 Its Resellers shall publish on their website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.

3.13 Registrar Training. Registrar's primary contact as identified in Subsection 7.6 below or designee (so long as the designee is employed by Registrar or an Affiliated Registrar) shall complete a training course covering registrar obligations under ICANN policies and agreements. The course will be provided by ICANN at no expense to Registrar and shall be

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3.14 Obligations Related to Proxy and Privacy Services.

Registrar agrees to comply with any ICANN-adopted Specification or Policy that establishes a Proxy Accreditation Program. Registrar also agrees to reasonably cooperate with ICANN in the development of such program. Until such time as the Proxy Accreditation Program is established, Registrar agrees to comply with the Specification on Privacy and Proxy Registrations attached hereto.

3.15 Registrar Self-Assessment and Audits. Registrar shall complete and deliver to ICANN on a schedule and in the form specified by ICANN from time to time in consultation with registrars a Registrar self-assessment. Registrar shall complete and deliver to ICANN within twenty (20) days following the end of each calendar year, in a form specified by ICANN a certificate executed by the president, chief executive officer, chief financial officer or chief operating officer (or their equivalents) of Registrar certifying compliance with the terms and conditions of this Agreement. ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct on its behalf, contractual compliance audits to assess compliance by Registrar with the terms and conditions of this Agreement. Any audits pursuant to this Section 3.15 shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registrar. As part of such audit and upon request by ICANN, Registrar shall timely provide all responsive documents, data and any other information necessary to demonstrate Registrar's compliance with this Agreement. Upon no less than ten (10) days notice (unless otherwise agreed to by Registrar), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registrar

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with the terms and conditions of this Agreement. ICANN shall not disclose Registrar confidential information gathered through such audits except as required by applicable law, legal proceedings, or as expressly permitted by any Specification or Policy (including ICANN's Documentary Information Disclosure Policy, as such policy may be amended from time to time); provided, however, that, except as required by applicable law or legal proceedings, ICANN shall not release any information that Registrar has marked as, or has otherwise designated in writing to ICANN as, a "confidential trade secret," "confidential commercial information" or "confidential financial information" of Registrar. If any applicable law, legal proceeding or Specification or Policy permits such disclosure, ICANN will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information, unless such notice is prohibited by law or legal proceeding. Such notice shall include to whom and in what manner ICANN plans to disclose such information.

3.16 Link to Registrant Educational Information. ICANN has published an educational webpage summarizing the terms of the Registrar Accreditation Agreement and related Consensus Policies (as of the date of this Agreement, located at: <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>). Registrar shall provide a link to such webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies. ICANN may, in consultation with registrars, update the content and/or URL for this website.

3.17 Registrar Contact, Business Organization and Officer Information.

Registrar shall provide to ICANN and maintain accurate and current information as specified in the Registrar Information Specification to this Agreement. In addition, Registrar shall publish on each website through which Registrar provides or offers Registrar Services the

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information specified as requiring such publication in the Registrar Information Specification. Registrar shall notify ICANN within five (5) days of any changes to such information and update Registrar's website(s) within twenty (20) days of any such changes.

3.18 Registrar's Abuse Contact and Duty to Investigate Reports of Abuse.

3.18.1 Registrar shall maintain an abuse contact to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal Activity. Registrar shall publish an email address to receive such reports on the home page of Registrar's website (or in another standardized place that may be designated by ICANN from time to time). Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse.

3.18.2 Registrar shall establish and maintain a dedicated abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which the Registrar is established or maintains a physical office. Well-founded reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by Registrar to take necessary

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3.18.3 Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and response to all such reports. Registrar shall maintain the records related to such reports for the shorter of two (2) years or the longest period permitted by applicable law, and during such period, shall provide such records to ICANN upon reasonable notice.

3.19 Additional Technical Specifications to Implement IPV6, DNSSEC and IDNs. Registrar shall comply with the Additional Registrar Operations Specification attached hereto.

3.20 Notice of Bankruptcy, Convictions and Security Breaches. Registrar will give ICANN notice within seven (7) days of (i) the commencement of any of the proceedings referenced in Section 5.5.8. (ii) the occurrence of any of the matters specified in Section 5.5.2 or Section 5.5.3 or (iii) any unauthorized access to or disclosure of registrant account information or registration data. The notice required pursuant to Subsection (iii) shall include a detailed description of the type of unauthorized access, how it occurred, the number of registrants affected, and any action taken by Registrar in response.

3.21 Obligations of Registrars Affiliated with Registry Operators. In the event Registrar is Affiliated with any Registry Operator or back-end registry operator (an "Affiliated Relationship") during the Term of this Agreement, Registrar shall comply with all ICANN Specifications and Policies that may be developed from time to time with respect to such Affiliated Relationships,

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3.22 Cooperation with Emergency Registry Service

Providers. In the event that ICANN transitions the operation of a registry for a gTLD in which Registrar sponsors Registered Names to an emergency registry service provider, Registrar shall cooperate in all reasonable respects with such emergency registry service provider, including by entering into a registry-registrar agreement with such provider necessary to effect the transition and by providing all Registered Name Holder data reasonably requested by such emergency operator for the purpose of facilitating an efficient transition of the registry for the gTLD.

4. **PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**

4.1 Compliance with Consensus Policies and Temporary Policies

During the Term of this Agreement, Registrar shall comply with and implement all Consensus Policies and Temporary Policies in existence as of the Effective Date found at <http://www.icann.org/general/consensus-policies.htm>, and as may in the future be developed and adopted in accordance with the ICANN Bylaws, provided such future Consensus Policies and Temporary Policies are adopted in accordance with the procedures and relate to those topics and subject to those limitations set forth in the Consensus Policies and Temporary Policies Specification to this Agreement.

5. **TERM, TERMINATION AND DISPUTE RESOLUTION.**

5.1 Term of Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated.

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5.2 Renewal. This Agreement and Registrar's Accreditation will be renewed for successive periods of five (5) years upon the Expiration Date and the expiration of each successive five year term thereafter under the terms and conditions of this Agreement, until

5.2.1 at the time of such renewal, Registrar no longer meets the ICANN registrar Accreditation criteria then in effect;

5.2.2 Registrar is not in compliance with its obligations under this Agreement at the time of the Expiration Date or at the expiration of any successive five (5) year term thereafter;

5.2.3 Registrar has been given notice by ICANN of three (3) or more material breaches of this Agreement within the two (2) years preceding the Expiration Date or the date of expiration of any successive five (5) year term thereafter; or

5.2.4 this Agreement has terminated prior to the Expiration Date or the expiration date of any successive five (5) year term thereafter.

In the event Registrar intends to renew this Agreement pursuant to this Section 5.2, Registrar shall provide ICANN written notice thereof during the period that is no more than ninety (90) days and no less than sixty (60) days prior to the Expiration Date and each successive five (5) year term thereafter. The provision of such notice shall not be a condition to renewal hereunder. Pursuant to its customary practices (as may be modified by ICANN), ICANN will provide notice to Registrar of the Expiration Date and the date of expiration of any subsequent term hereunder.

5.3 Right to Substitute Updated Agreement. In the event that, during the Term of this Agreement, ICANN adopts a revised form Registrar accreditation agreement (the

"Updated RAA"), Registrar (provided it has not received (i) a notice of breach that it has not cured or (ii) a notice of termination or suspension of this Agreement under this Section 5) may elect, by giving ICANN written notice, to enter into the Updated RAA. In the event of such election, Registrar and ICANN shall as soon as practicable enter

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into the Updated RAA for the term specified in the Updated RAA, and this Agreement will be deemed terminated.

5.4 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty (30) days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to ICANN pursuant to this Agreement.

5.5 Termination of Agreement by ICANN. This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:

5.5.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for Accreditation or renewal of Accreditation or any material accompanying the application.

5.5.2 Registrar:

5.5.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have:

5.5.2.1.1 committed fraud,

5.5.2.1.2 committed a breach of fiduciary duty, or

5.5.2.1.3 with actual knowledge (or through gross negligence) permitted illegal Activity in the registration or use of the site on any computer.

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of domain names or in
the provision to Registrar
by any Registered Name
Holder of inaccurate
Whois information; or

5.5.2.1.4 failed to comply
with the terms of an
order issued by a court
of competent jurisdiction
relating to the use of
domain names
sponsored by the
Registrar;

or is the subject of a judicial
determination that ICANN
reasonably deems as the
substantive equivalent of any of the
foregoing; or

5.5.2.2 is disciplined by the
government of its domicile for
conduct involving dishonesty or
misuse of funds of others; or

5.5.2.3 is the subject of a non-
interlocutory order issued by a court
or arbitral tribunal, in each case of
competent jurisdiction, finding that
Registrar has, directly or through an
Affiliate, committed a specific
violation(s) of applicable national
law or governmental regulation
relating to cybersquatting or its
equivalent; or

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5.5.2.4 is found by ICANN, based on
its review of the findings of arbitral
tribunals to have been
either directly or through its Affiliate,

in a pattern and practice of trafficking in or use of domain names identical or confusingly similar to a trademark or service mark of a third party in which the Registered Name Holder has no rights or legitimate interest, which trademarks have been registered and are being used in bad faith.

5.5.3 Registrar knowingly employs any officer that is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such officer is not terminated within thirty (30) days of Registrar's knowledge of the foregoing; or any member of Registrar's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registrar's board of directors or similar governing body within thirty (30) days of Registrar's knowledge of the foregoing.

5.5.4 Registrar fails to cure any breach of this Agreement within twenty-one (21) days after ICANN gives Registrar notice of the breach.

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5.5.5 Registrar fails to comply with a ruling granting specific performance under Sections 5.7 or 7.1.

5.5.6 Registrar has been in fundamental and material breach of its obligations under this Agreement at least three (3) times within a twelve (12) month period.

5.5.7 Registrar continues acting in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet after receiving three (3) days notice of that determination.

5.5.8 (i) Registrar makes an assignment for the benefit of creditors or similar act; (ii) attachment, garnishment or similar proceedings are commenced against Registrar, which proceedings are a material threat to Registrar's ability to provide Registrar Services for gTLDs, and are not dismissed within sixty (60) days of their commencement; (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registrar or maintains control over any of Registrar's property; (iv) execution is levied upon any property of Registrar, (v) proceedings are instituted by or against Registrar under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) days of their commencement, or (vi) Registrar files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations.

5.6 Termination Procedures. This Agreement may be terminated in circumstances described in Subsections

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appropriateness of termination under this Agreement. This Agreement may be terminated immediately upon notice to Registrar in circumstances described in Subsections 5.5.7 and 5.5.8.

5.7 Suspension.

5.7.1 Upon the occurrence of any of the circumstances set forth in Section 5.5, ICANN may, in ICANN's sole discretion, upon delivery of a notice pursuant to Subsection 5.7.2, elect to suspend Registrar's ability to create or sponsor new Registered Names or initiate inbound transfers of Registered Names for any or all gTLDs for a period of up to a twelve (12) months following the effectiveness of such suspension. Suspension of a Registrar does not preclude ICANN's ability to issue a notice of termination in accordance with the notice requirements of Section 5.6.

5.7.2 Any suspension under Subsections 5.7.1 will be effective upon fifteen (15) days written notice to Registrar, with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.8 to determine the appropriateness of suspension under this Agreement.

5.7.3 Upon suspension, Registrar shall notify users, by posting a prominent notice on its web site, that it is unable to create or sponsor new gTLD domain name registrations or initiate inbound transfers of Registered Names.

Registrar's notice shall include a link to the notice of suspension from ICANN.

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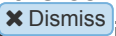
This notice is intended to appear only the first time you visit our site. 5.7.4 If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may

suspend this Agreement for five (5) working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 7.1. Suspension of the Agreement under this Subsection may, at ICANN's sole discretion, preclude the Registrar from (i) providing Registration Services for gTLDs delegated by ICANN on or after the date of delivery of such notice to Registrar and (ii) creating or sponsoring new Registered Names or initiating inbound transfers of Registered Names for any gTLDs. Registrar must also post the statement specified in Subsection 5.7.3.

5.8 Resolution of Disputes Under this Agreement. Subject to the limitations set forth in Section 6 and Section 7.4, disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's Accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.8 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. Except as set forth in Section 7.4.5, there shall be one (1) arbitrator agreed by the parties from a list of AAA arbitrators, or if parties do not agree on an arbitrator within fifteen (15) days of the AAA request that the parties designate an arbitrator, the AAA shall choose and appoint an arbitrator, paying due regard to the arbitrator's knowledge of the DNS. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrator to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrator may not reallocate the attorneys' fees in conjunction with their award. The arbitrator shall render its decision within ninety (90) days of the conclusion of the arbitration hearing. In the event Registrar initiates

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arbitration to contest the appropriateness of termination of this Agreement by ICANN pursuant to Section 5.5 or suspension of Registrar by ICANN pursuant to Section 5.7.1, Registrar may at the same time request that the arbitration panel stay the termination or suspension until the arbitration decision is rendered. The arbitration panel shall order a stay: (i) upon showing by Registrar that continued operations would not be harmful to consumers or the public interest, or (ii) upon appointment by the arbitration panel of a qualified third party to manage the operations of the Registrar until the arbitration decision is rendered. In furtherance of sub-clause (ii) above, the arbitration panel is hereby granted all necessary authority to appoint a qualified third-party to manage the operations of the Registrar upon the Registrar's request and if the panel deems it appropriate. In selecting the third-party manager, the arbitration panel shall take into consideration, but shall not be bound by, any expressed preferences of Registrar. Any order granting a request for a stay must be issued within fourteen (14) days after the filing of the arbitration. If an order granting a request for a stay is not issued within fourteen (14) days, ICANN has the right to proceed with the termination of this Agreement pursuant to Section 5.5 or suspension of the Registrar pursuant to Section 5.7.1. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the ICANN Board of Director's determination that a specification or policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement

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such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

5.9 Limitations on Monetary Remedies for Violations of this Agreement. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed an amount equal to the Accreditation fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement during the preceding twelve-month period. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to Accreditation fees owing to ICANN under this Agreement and, except in the case of a good faith disagreement concerning the interpretation of this agreement, reasonable payment to ICANN for the reasonable and direct costs including attorney fees, staff time, and other related expenses associated with legitimate efforts to enforce Registrar compliance with this agreement and costs incurred by ICANN to respond to or mitigate the negative consequences of such behavior for Registered Name Holders and the Internet community. In the event of repeated willful material breaches of the agreement, Registrar shall be liable for sanctions of up to five (5) times ICANN's enforcement costs, but otherwise in no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

6. AMENDMENT AND WAIVER.

6.1 If the ICANN Board of Directors determines that an

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ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 6; provided that a Special Amendment may not be a Restricted Amendment.

6.2 Prior to submitting a Special Amendment for Registrar Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such Special Amendment. The duration of such consultation shall be reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the "Posting Period") and providing notice of such proposed amendment to the Applicable Registrars in accordance with Section 7.6. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registrars).

6.3 If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the "Approval Period"), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registrars. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable Registrars, such Special Amendment receives Registrar Approval, such Special Amendment shall be deemed approved (an "Approved Amendment") by the Applicable Registrars, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registrars (the "Amendment

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Effective Date"). In the event that a Special Amendment does not receive Registrar Approval, the Special Amendment shall be deemed not approved by the Applicable Registrars (a "Rejected Amendment"). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

6.4 If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registrar shall comply with its obligations pursuant to Section 4 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 6.4, the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to

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6.5 If (i) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification, (ii) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (iii) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (a) recommends adoption of the Rejected Amendment as Consensus Policy or (b) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

6.5.1 the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

6.5.2 the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

6.5.3 to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the registrable Registrars, and/or materially reduces public

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access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial and Compelling Reason in the Public Interest;

6.5.4 the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

6.5.5 following such public comment period, the ICANN Board of Directors must (i) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty (60) calendar days; and (ii) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registrar Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

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provided notice of the approval of such Board Amendment to Registrar (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registrar fees charged by ICANN hereunder, or amend this Section 6.

6.6 Notwithstanding the provisions of Section 6.5, a Board Amendment shall not be deemed an Approved Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registrars, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

6.6.1 sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

6.6.2 addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

6.6.3 compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registrars, or materially reduces access to domain name services, is a less restrictive means to address the Substantial

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not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registrar Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registrar, which effective date shall be deemed the Amendment Effective Date hereunder), unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registrar Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registrar Approval within thirty (30) days of submission of such Alternative Amendment to the Applicable Registrars (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registrar (which effective date shall be deemed the Amendment Effective Date hereunder). If the ICANN Board

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of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 6.6.1 through 6.6.3. The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board

Amendment meets the criteria set forth in Section 6.5.1 through 6.5.5.

6.7 In the event that Registrar believes an Approved Amendment does not meet the substantive requirements set out in this Section 6 or has been adopted in contravention of any of the procedural provisions of this Section 6, Registrar may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Section 5.8, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registrar of the Approved Amendment, and ICANN may consolidate all challenges brought by registrars (including Registrar) into a single proceeding. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process.

6.8 Registrar may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registrar hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registrar of such Approved Amendment.

6.8.1 Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registrar.

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long-term financial condition or results of operations of Registrar. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in the denial of a direct benefit to registrants.

6.8.3 Within ninety (90) calendar days of ICANN's receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement.

6.8.4 If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registrar may, within thirty (30) calendar days following receipt of ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Section 5.8.

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6.8.5 The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only

Exemption Requests submitted by Registrar that are approved by ICANN pursuant to this Article 6 or through an arbitration decision pursuant to Section 5.8 shall exempt Registrar from any Approved Amendment, and no Exemption Request granted to any other Applicable Registrar (whether by ICANN or through arbitration), shall have any effect under this Agreement or exempt Registrar from any Approved Amendment.

6.9 Except as set forth in Section 4, Subsection 5.3, this Section 6, Section 7.4 and as otherwise set forth in this Agreement and the Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Section 6 or Section 7.4 shall restrict ICANN and Registrar from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Section 6 or Section 7.4 shall be deemed to limit Registrar's obligation to comply with Section 4.

6.10 Notwithstanding anything in this Section 6 to the contrary, (a) if Registrar provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar services, then ICANN will allow up to one-hundred eighty

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 Approved Amendment adopted pursuant to Section 6 shall become effective with respect to Registrar if Registrar

provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.

7. MISCELLANEOUS PROVISIONS.

7.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.8, provided the party seeking such performance is not in material breach of its obligations.

7.2 Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty (30) days after it is provided to Registrar. ICANN shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data was provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

7.3 Assignment; Change of Ownership or Management.

7.3.1 Except as set forth in this Section 7.3.1, either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld. If ICANN fails to expressly provide or withhold its consent to any requested assignment (an "Assignment Request") of this Agreement by Registrar within thirty (30)

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request) from Registrar, ICANN shall be deemed to have consented to such requested assignment. Notwithstanding the foregoing, (i) ICANN may assign this Agreement without the consent of Registrar upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (ii) Registrar may assign this Agreement without the consent of ICANN to a wholly-owned subsidiary of Registrar upon such subsidiary's express assumption of the terms and conditions of this Agreement, and (iii) ICANN shall be deemed to have consented to an Assignment Request in which the assignee associated with such Assignment Request is a party to a Registrar Accreditation Agreement with ICANN on the terms set forth in this Agreement (provided that such assignee is then in compliance with the terms and conditions of such Registrar Accreditation Agreement in all material respects), unless ICANN provides to Registrar a written objection to such Assignment Request within ten (10) calendar days of ICANN's receipt of notice of such Assignment Request pursuant to this Section 7.3.1.

7.3.2 To the extent that an entity acquires a Controlling interest in Registrar's stock, assets or business, Registrar shall provide ICANN notice within seven (7) days of such an acquisition. Such notification shall include a statement that affirms that Registrar meets the Specification or Policy on Accreditation criteria then in effect, and is in compliance with its obligations under this Agreement. Within thirty (30) days of such notification, ICANN may request additional information from the

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Registrar establishing compliance with this Agreement, in which case Registrar must supply the requested information within fifteen (15) days. Any disputes concerning Registrar's continued Accreditation shall be resolved pursuant to Section 5.8.

7.4 Negotiation Process.

7.4.1 If either the Chief Executive Officer of ICANN ("CEO") or the Chairperson of the Registrar Stakeholder Group ("Chair") desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a "Negotiation Notice"). Notwithstanding the foregoing, neither the CEO nor the Chair may (i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.4 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve month period beginning on July 1, 2014.

7.4.2 Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a proposed amendment to this Agreement (the "Proposed Revisions"), for a period of at least ninety (90)

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reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the "Discussion Period").

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7.4.3 If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the "Posting Period") and provide notice of such revisions to all Applicable Registrars in accordance with Section 7.6. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registrar Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment by the Applicable Registrars and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registrar.

7.4.4 If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the "Mediation Notice") requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided,

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position paper with respect thereto on ICANN's website.

7.4.4.1 The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registrar. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.4.4.1.

7.4.4.2 The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt,

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with the mediator's assistance, to reach an amicable resolution of the dispute.

7.4.4.3 Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

7.4.4.4 If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions on its website for the Posting Period and provide notice to all Applicable Registrars in accordance with Section 7.6. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registrar Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment by the Applicable Registrars and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) days notice from ICANN to Registrar.

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7.4.4.5 If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the decision by the CEO or Chair, as applicable, of

the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.4.5.2 below.

7.4.5 If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.8, subject to the requirements and limitations of this Section 7.4.5.

7.4.5.1 If an Arbitration Notice is sent, the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, Registrars or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars), and information

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regarding such comments and consideration shall be provided to the a three (3) person arbitrator panel. Each party may modify its Proposed Revisions before and after

the Posting Period. The arbitration proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registrars (including Registrar) into a single proceeding. Except as set forth in this Section 7.4.5.1, the arbitration shall be conducted pursuant to Section 5.8.

7.4.5.2 No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Sections 2, 4 and 6; subsections 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, 3.14, 3.19, 3.21, 5.1, 5.2 or 5.3; and the Consensus Policies and Temporary Policies Specification, Data Retention Specification, WHOIS Accuracy Program Specification, Registration Data Directory Service (WHOIS) Specification or the Additional Registrar Operation Specification.

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7.4.5.3 The mediator will brief the arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

7.4.5.4 No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registrar Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

7.4.5.5 In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registrars and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to this Agreement upon

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sixty (60) calendar days notice from ICANN to Registrar and deemed an Approved Amendment hereunder.

7.4.6 With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registrar may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 6.8.

7.4.7 Notwithstanding anything in this Section 7.4 to the contrary, (a) if Registrar provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registrar, and (b) no Approved Amendment adopted pursuant to Section 7.4 shall become effective with respect to Registrar if Registrar provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.

7.5 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any Registered Name Holder.

7.6 Notices and Designations. Except as provided in Section 4.4 and Section 6, all notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Each party shall notify the other party within thirty (30) days of any change to its contact information. Any written notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery,

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afforded a reasonable period of time after notice of the establishment of such Specification or Policy is e-mailed to Registrar and posted on the ICANN website in which to comply with that specification, policy or program, taking into account any urgency involved. Notices and designations by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to ICANN, addressed to:

Attention: Registrar Accreditation Notices
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094-2536 USA
Telephone: +1 310 823-9358
Facsimile: + 1 310 823-8649

If to Registrar, addressed to:

Attention: [contact person]
[Registrar Name]
[Courier Address]
[Mailing Address]
Registrar Website URL: [URL]
Telephone: [telephone number]
Facsimile: [fax number]
e-mail: [e-mail address]

7.7 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

7.8 Language. All notices, designations, and Specifications or Policies made under this Agreement shall be in the English language.

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7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an

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original, but all of which together shall constitute one and the same instrument.

7.10 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the specifications, which form part of it) constitutes the entire agreement of the parties pertaining to the Accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.11 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

ICANN

By: _____
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[Registrar]

By: _____

Name: _____

Title: _____

WHOIS ACCURACY PROGRAM SPECIFICATION

Registrar shall implement and comply with the requirements set forth in this Specification, as well as any commercially practical updates to this Specification that are developed by ICANN and the Registrar Stakeholder Group during the Term of the Registrar Accreditation Agreement.

1. Except as provided for in Section 3 below, within fifteen (15) days of (1) the registration of a Registered Name sponsored by Registrar, (2) the transfer of the sponsorship of a Registered Name to Registrar, or (3) any change in the Registered Name Holder with respect to any Registered Name sponsored by Registrar, Registrar will, with respect to both Whois information and the corresponding customer account holder contact information related to such Registered Name:
 - a. Validate the presence of data for all fields required under Subsection 3.3.1 of the Agreement in a proper format for the applicable country or territory.

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international telephone numbers (or its equivalents or successors).

- d. Validate that postal addresses are in a proper format for the applicable country or territory as defined in UPU Postal addressing format templates, the S42 address templates (as they may be updated) or other standard formats.
- e. Validate that all postal address fields are consistent across fields (for example: street exists in city, city exists in state/province, city matches postal code) where such information is technically and commercially feasible for the applicable country or territory.

f. Verify:

- i. the email address of the Registered Name Holder (and, if different, the Account Holder) by sending an email requiring an affirmative response through a tool-based authentication method such as providing a unique code that must be returned in a manner designated by the Registrar, or
- ii. the telephone number of the Registered Name Holder (and, if different, the Account Holder) by either (A) calling or sending an SMS to the Registered Name Holder's telephone number providing a unique code that must be returned in a manner designated by the Registrar, or (B) calling the Registered Name Holder's telephone number and requiring the Registered Name Holder to provide a unique code that was sent to the Registered Name Holder via web, email or postal mail.

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Holder, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

2. Except as provided in Section 3 below, within fifteen (15) calendar days after receiving any changes to contact information in Whois or the corresponding customer account contact information related to any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar will validate and, to the extent required by Section 1, verify the changed fields in the manner specified in Section 1 above. If Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the Account Holder, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

3. Except as set forth in paragraph 4 below, Registrar is not required to perform the above validation and verification procedures in Section 1(a) through 1(f) above, if Registrar has already successfully completed the validation and verification procedures on the identical contact information

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4. If Registrar has any information suggesting that the contact information specified in Section 1(a) through 1(f) above is

incorrect (such as Registrar receiving a bounced email notification or non-delivery notification message in connection with compliance with ICANN's Whois Data Reminder Policy or otherwise) for any Registered Name sponsored by Registrar (whether or not Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar must verify or re-verify, as applicable, the email address(es) as described in Section 1.f (for example by requiring an affirmative response to a Whois Data Reminder Policy notice). If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If, within fifteen (15) calendar days after receiving any such information, Registrar does not receive an affirmative response from the customer paying for the Registered Name, if applicable, providing the required verification, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.

5. Upon the occurrence of a Registered Name Holder's willful provision of inaccurate or unreliable WHOIS information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration, Registrar shall either terminate or suspend the Registered Name Holder's Registered Name or place such registration on clientHold and clientTransferProhibited, until such time as Registrar has validated the information provided by the Registered Name Holder.

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6. The terms and conditions of this Specification shall be reviewed by ICANN in consultation with the Registrar

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Stakeholder Group on or about the first anniversary of the date that the form of this Agreement is first executed by a registrar.

7. Nothing within this Specification shall be deemed to require Registrar to perform verification or validation of any customer account holder information where the customer account holder does not have any Registered Names under sponsorship of Registrar.

REGISTRATION DATA DIRECTORY SERVICE (WHOIS) SPECIFICATION

1. **Registration Data Directory Services.** Until ICANN requires a different protocol, Registrar will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service providing free public query-based access to at least the elements set forth in Section 3.3.1.1 through 3.3.1.8 of the Registrar Accreditation Agreement in the format set forth in Section 1.4 of this Specification. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registrar will implement such alternative specification as soon as reasonably practicable.

Following the publication by the IETF of a Proposed Standard, Draft Standard or Internet Standard and any revisions thereto (as specified in RFC 2026) relating to the web-based directory service as specified in the IETF Web Extensible Internet Registration Data Service working group, Registrar shall implement the directory service specified in any such standard (or any revision thereto) no later than 135 days after such implementation is requested by ICANN. Registrar shall implement internationalized registration data publication guidelines according to the specification published by ICANN following the work of the ICANN Internationalized Registration Data Working Group (IRID-WG) and its subsequent efforts.

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after than 135 days after it is approved by the ICANN Board.

1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registrar, and of the user querying the database.

1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.

1.3. For fields where more than one value exists, multiple numbered key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

1.4. Domain Name Data:

1.4.1. **Query format:** whois -h whois.example-registrar.tld EXAMPLE.TLD

1.4.2. Response format:

The format of responses shall contain all the elements and follow a semi-free text format outline below. Additional data elements can be added at the end of the text format outlined below. The data element may, at the option of Registrar, be followed by a blank line and a legal disclaimer specifying the rights of Registrar, and of the user querying the database (provided that any such legal disclaimer must be preceded by such blank line).

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Domain Name: EXAMPLE.TLD
Registry Domain ID: D1234567-TLD
Registrar WHOIS Server:
Registrar URL: http://www.example-registrar.tld
Updated Date: 2009-05-

29T20:13:00Z
Creation Date: 2000-10-08T00:45:00Z
Registrar Registration Expiration Date: 2010-10-08T00:44:59Z
Registrar: EXAMPLE REGISTRAR LLC
Registrar IANA ID: 5555555
Registrar Abuse Contact Email: email@registrar.tld
Registrar Abuse Contact Phone: +1.1235551234
Reseller: EXAMPLE RESELLER¹
Domain Status: clientDeleteProhibited²
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Registry Registrant ID: 5372808-ERL³
Registrant Name: EXAMPLE REGISTRANT⁴
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP⁵
Registrant Postal Code: A1A1A1⁶
Registrant Country: AA
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234⁷
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Registry Admin ID: 5372809-ERL⁸
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE

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Admin Organization: EXAMPLE
REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE
STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: AA
Admin Phone: +1.5555551212
Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext: 1234
Admin Email:
EMAIL@EXAMPLE.TLD
Registry Tech ID: 5372811-ERL⁹
Tech Name: EXAMPLE
REGISTRANT TECHNICAL
Tech Organization: EXAMPLE
REGISTRANT LLC
Tech Street: 123 EXAMPLE
STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: AA
Tech Phone: +1.1235551234
Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email:
EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLE-
REGISTRAR.TLD¹⁰
Name Server: NS02.EXAMPLE-
REGISTRAR.TLD
DNSSEC: signedDelegation
URL of the ICANN WHOIS Data
Problem Reporting System:
<http://wdprs.internic.net/>
>>> Last update of WHOIS

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database: 2009-05-29T20:15:00Z

<<<

1.5. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers, email addresses, date and times must conform to the mappings specified in EPP RFCs 5730-5734 (or its successors), and IPv6 addresses format should conform to RFC 5952 (or its successor), so that the display of this information (or values returned in WHOIS responses) can be uniformly processed and understood.

2. Service Level Agreement for Registration Data Directory Services (RDDS)

2.1 Definitions

- **IP address.** Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.
- **Probes.** Network hosts used to perform tests (see below) that are located at various global locations.
- **RDDS.** Registration Data Directory Services refers to the collective of WHOIS and Web based WHOIS services.
- **RTT.** Round-Trip Time or **RTT** refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

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■ **SLA.** Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2.2 Service Level Agreement Matrix

	Parameter	SLR (monthly basis)
RDDS	RDDS availability	less than or equal to 864 min of downtime
	RDDS query RTT	less than or equal to 4000 ms, for at least 95% of the queries
	RDDS update time	less than or equal to 60 min, for at least 95% of the probes

Registrar is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. Since substantial downtime is already incorporated in the availability metric, planned outages or similar; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

2.2.1 RDDS availability. Refers to the ability of all the RDDS services for the Registrar to respond to queries from an Internet user with appropriate data from the relevant registrar system. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

2.2.2 WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined.

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2.2.3 Web-based-WHOIS query RTT. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registrar implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

2.2.4 RDDS query RTT. Refers to the collective of "**WHOIS query RTT**" and "**Web-based-WHOIS query RTT**".

2.2.5 RDDS update time. Refers to the time measured from the receipt of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

2.2.6 RDDS test. Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the registrar system and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

2.2.7 Measuring RDDS parameters. Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the Registrar being monitored and make an "**RDDS test**" to each. If an "**RDDS test**" result is undefined/unanswered, the

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corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

2.2.8 Collating the results from RDDS

probes. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

2.2.9 Placement of RDDS probes. Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

2.3 Covenants of Performance Measurement

Registrar shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registrar shall respond to the measurement tests described in this Specification as it would do with any other request from Internet users (for RDDS).

CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

1. Consensus Policies.

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(1) pursuant to the procedure set forth in ICANN's Bylaws and (2) covering those topics listed in Section 1.2 of this document. The Consensus Policy development process and procedure set forth in ICANN's

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Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including registrars. Consensus Policies shall relate to one or more of the following:

1.2.1. issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet, Registrar Services, Registry Services, or the Domain Name System ("DNS");

1.2.2. functional and performance specifications for the provision of Registrar Services;

1.2.3. registrar policies reasonably necessary to implement Consensus Policies relating to a gTLD registry;

1.2.4. resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names, but including where such policies take into account use of the domain names); or

1.2.5. restrictions on cross-ownership of registry operators and registrars or Resellers and regulations and restrictions with respect to registrar and registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or Reseller are affiliated.

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1.3. Such categories of issues referred to in Section 1.2 shall only be considered in the event that they are necessary to deliver the best experience possible. [Read more to see how they are being used.](#)

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1.3.1. principles for allocation of registered names in a TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);

1.3.2. prohibitions on warehousing of or speculation in domain names by registries or registrars;

1.3.3. reservation of registered names in a TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

1.3.4. maintenance of and access to accurate and up-to-date information concerning Registered Names and name servers;

1.3.5. procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility among continuing registrars of the Registered Names sponsored in a TLD by a registrar losing accreditation; and

1.3.6. the transfer of registration data upon a change in registrar sponsoring one or more Registered Names.

1.4. In addition to the other limitations on Consensus Policies, they shall not:

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1.4.1. prescribe or limit the price of Registrar Services;

1.4.2. modify the limitations on Temporary Policies (defined below) or Consensus Policies;

1.4.3. modify the provisions in the Registrar Accreditation Agreement regarding terms or conditions for the renewal, termination or amendment of the Registrar Accreditation Agreement or fees paid by Registrar to ICANN; or

1.4.4. modify ICANN's obligations to not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and to not single out Registrar for disparate treatment unless justified by substantial and reasonable cause, and exercise its responsibilities in an open and transparent manner.

2. **Temporary Policies.** Registrar shall comply with and implement all specifications or policies established by the ICANN Board of Directors (the "**Board**") on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registrar Services, Registry Services or the DNS or the Internet ("**Temporary Policies**").

2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.

2.1.1. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.

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2.1.2. If the period of time for which the Temporary Policy is adopted exceeds 90 days, the Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one year period expires or, if during such one year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registrar shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts.** Registrar shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registrar Services and Consensus Policies or any Temporary Policy, the Consensus Policies or Temporary Policy shall control, but only with respect to subject matter in conflict. For the avoidance of doubt, Consensus Policies that meet the requirements of this Specification may supplement or supersede provisions of the agreements between Registrar and ICANN, but only to the extent that such Consensus Policies relate to the matters set forth in Section 1.2 and 1.3 of this Specification.

SPECIFICATION ON PRIVACY AND PROXY REGISTRATIONS

Until the earlier to occur of (i) January 1, 2017, and (ii) the date this Specification is adopted, ICANN shall develop and implement a Privacy and Proxy Accreditation Program as referenced in Section 3.14 of the Registrar Accreditation Agreement, Registrar agrees to comply, and to require its Affiliates and Resellers to comply, with the terms of this Specification, provided that ICANN and the Working Group

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may mutually agree to extend the term of this Specification. This Specification may not be modified by ICANN or Registrar.

1. Definitions. For the purposes of this Specification, the following definitions shall apply.

1.1 "P/P Customer" means, regardless of the terminology used by the P/P Provider, the licensee, customer, beneficial user, beneficiary, or other recipient of Privacy Services and Proxy Services.


1.2 "Privacy Service" is a service by which a Registered Name is registered to its beneficial user as the Registered Name Holder, but for which alternative, reliable contact information is provided by the P/P Provider for display of the Registered Name Holder's contact information in the Registration Data Service (Whois) or equivalent services.

1.3 "Proxy Service" is a service through which a Registered Name Holder licenses use of a Registered Name to the P/P Customer in order to provide the P/P Customer use of the domain name, and the Registered Name Holder's contact information is displayed in the Registration Data Service (Whois) or equivalent services rather than the P/P Customer's contact information.

1.4 "P/P Provider" or "Service Provider" is the provider of Privacy/Proxy Services, including Registrar and its Affiliates, as applicable.

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requirements described in this Specification and to abide by the terms and procedures published pursuant to this Specification.

2.1 Disclosure of Service Terms. P/P Provider shall publish the terms and conditions of its service (including pricing), on its website and/or Registrar's website.

2.2 Abuse/Infringement Point of Contact. P/P Provider shall publish a point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights).

2.3 Disclosure of Identity of P/P Provider. P/P Provider shall publish its business contact information on its website and/or Registrar's website.

2.4 Terms of service and description of procedures. The P/P Provider shall publish on its website and/or Registrar's website a copy of the P/P Provider service agreement and description of P/P Provider's procedures for handling the following:

2.4.1 The process or facilities to report abuse of a domain name registration managed by the P/P Provider;

2.4.2 The process or facilities to report infringement of trademarks or other rights of third parties;

2.4.3 The circumstances under which the P/P Provider will relay communications from third parties to the P/P Customer;

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2.4.4 The circumstances under which the P/P Provider will terminate service to the P/P Customer;

2.4.5 The circumstances under which the P/P Provider will reveal and/or publish in the Registration Data Service (Whois) or equivalent service the P/P Customer's identity and/or contact data; and

2.4.6 A description of the support services offered by P/P Providers to P/P Customers, and how to access these services.

2.5 Escrow of P/P Customer Information.

Registrar shall include P/P Customer contact information in its Registration Data Escrow deposits required by Section 3.6 of the Agreement. P/P Customer Information escrowed pursuant to this Section 2.5 of this Specification may only be accessed by ICANN in the event of the termination of the Agreement or in the event Registrar ceases business operations.

3. Exemptions. Registrar is under no obligation to comply with the requirements of this specification if it can be shown that:

3.1 Registered Name Holder employed the services of a P/P Provider that is not provided by Registrar, or any of its Affiliates;

3.2 Registered Name Holder licensed a Registered Name to another party (i.e., is acting as a Proxy Service) without the Registrar's knowledge; or

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3.3 Registered Name Holder has used P/P Provider contact data without subscribing to the service or accepting the P/P Provider terms and conditions.

DATA RETENTION SPECIFICATION

1. During the Term of this Agreement, for each Registered Name sponsored by Registrar within a gTLD, Registrar shall collect and securely maintain in its own electronic database (as updated from time to time) the data specified below:

1.1. Registrar shall collect the following information from registrants at the time of registration of a domain name (a "Registration") and shall maintain that information for the duration of Registrar's sponsorship of the Registration and for a period of two additional years thereafter:

1.1.1. First and last name or full legal name of registrant;

1.1.2. First and last name or, in the event registrant is a legal person, the title of the registrant's administrative contact, technical contact, and billing contact;

1.1.3. Postal address of registrant, administrative contact, technical contact, and billing contact;

1.1.4. Email address of registrant, administrative contact, technical contact, and billing contact;

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1.1.5. Telephone contact for registrant, administrative contact, technical contact, and billing contact;

1.1.6. WHOIS information, as set forth in the WHOIS Specification;

1.1.7. Types of domain name services purchased for use in connection with the Registration; and

1.1.8. To the extent collected by Registrar, "card on file," current period third party transaction number, or other recurring payment data.

1.2. Registrar shall collect the following information and maintain that information for no less than one hundred and eighty (180) days following the relevant interaction:

1.2.1. Information regarding the means and source of payment reasonably necessary for the Registrar to process the Registration transaction, or a transaction number provided by a third party payment processor;

1.2.2. Log files, billing records and, to the extent collection and maintenance of such records is commercially practicable or consistent with industry-wide generally accepted standard practices within the industries in which Registrar operates, other records containing communications source and destination information, including, depending on the method of transmission and without limitation: (1) Source IP address, HTTP headers, (2) the telephone, text, or fax number; and (3) email address, Skype handle, or instant messaging identifier, associated with communications

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1.2.3. Log files and, to the extent collection and maintenance of such record is commercially practicable or consistent with industry-wide

generally accepted standard practices within the industries in which Registrar operates, other records associated with the Registration containing dates, times, and time zones of communications and sessions, including initial registration.

2. If, based on the receipt of either (i) a written legal opinion from a nationally recognized law firm in the applicable jurisdiction that states that the collection and/or retention of any data element specified herein by Registrar is reasonably likely to violate applicable law (the "Opinion") or (ii) a ruling of, or written guidance from, a governmental body of competent jurisdiction providing that compliance with the data collection and/or retention requirements of this Specification violates applicable law, Registrar determines in good faith that the collection and/or retention of any data element specified in this Specification violates applicable law, Registrar may provide written notice of such determination to ICANN and request a waiver from compliance with specific terms and conditions of this Specification (a "Waiver Request"). Such written notice shall: (i) specify the relevant applicable law, the allegedly offending data collection and retention elements, the manner in which the collection and/or retention of such data violates applicable law, and a reasonable description of such determination and any other facts and circumstances related thereto, (ii) be accompanied by a copy of the Opinion and governmental ruling or guidance, as applicable, and (iii) be accompanied by any documentation received by Registrar from any governmental authority, in each case, related to such determination, and such other documentation reasonably requested by ICANN. Following receipt of such notice, ICANN and Registrar shall discuss the matter in good faith in an effort to reach a mutually acceptable resolution of the matter. Until such time as ICANN's Procedure for Handling Whois Conflicts with Privacy Law is modified to include conflicts relating to the requirements of this Specification and if ICANN agrees with Registrar's determination,

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ICANN's office of general counsel may temporarily or permanently suspend compliance and enforcement of the affected provisions of this Specification and grant the Waiver Request. Prior to granting any exemption hereunder, ICANN will post its determination on its website for a period of thirty (30) calendar days. Following such modification of ICANN's Procedure for Handling Whois Conflicts with Privacy Law, all Waiver Requests (whether granted or denied) shall be resolved pursuant to such modified procedures.

3. If (i) ICANN has previously waived compliance with the requirements of any requirement of this Data Retention Specification in response to a Waiver Request from a registrar that is located in the same jurisdiction as Registrar and (ii) Registrar is subject to the same applicable law that gave rise to ICANN's agreement to grant such waiver, Registrar may request that ICANN to grant a similar waiver, which request shall be approved by ICANN, unless ICANN provides Registrar with a reasonable justification for not approving such request, in which case Registrar may thereafter make an Waiver Request pursuant to Section 2 of this Data Retention Specification.
4. Any modification of this Data Retention Specification to address violations of applicable law shall only apply during the period of time that the specific provisions of the applicable law giving rise to such violations remain in effect. If the applicable law is repealed or modified (or preempted) in a manner that would no longer prohibit the collection and/or retention of data and information as originally specified in this Data Retention Specification, Registrar agrees that the original version of this Specification will apply to the maximum extent permitted by such modified applicable law.

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REGISTRAR INFORMATION SPECIFICATION

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Registrar shall provide to ICANN the information specified below, which shall be maintained in accordance with Section 3.17 of the Agreement. With regard to information identified below, ICANN will hold such information pursuant to the disclosure requirements set forth in Section 3.15 of the Agreement.

General Information

1. Full legal name of Registrar.
2. Legal form of the Registrar (e.g., LLC, Corporation, Government Body, Intergovernmental Organization, etc.).
3. The jurisdiction in which the Registrar's business is registered for legal and financial purposes.
4. The Registrar's business registration number and the name of the authority that issued this number.
5. Every business name and/or trade name used by the Registrar.
6. Provide current documentation demonstrating that the Registrar entity is legally established and in good standing. For proof of establishment, provide charter documents or other equivalent document (e.g., membership agreement) of the entity. If the Registrar is a government body or organization, provide a certified copy of the relevant statute, governmental decision or other instrument under which the government body or organization has been established. With respect to an entity other than a government body or organization, where no such certificates or documents are available in the Registrar's jurisdiction, an affidavit drafted and signed by a notary public or a legal practitioner duly qualified in the courts of the Registrar's jurisdiction, declaring that the organization is established and in good standing, must be provided.

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must be able to accept notices and service of legal process at this address. No Post Office boxes are allowed.

8. Primary phone number where the Registrar can be reached for contractual purposes.
9. Primary Fax number where the Registrar can be reached for contractual purposes.
10. Primary Email address where the Registrar can be reached for contractual purposes.
11. If the location or address of Registrar's principal place of business is different from the address provided in 7, provide details including address, phone number, fax number and email address.* Provide ICANN with current documentation demonstrating that the Registrar is legally entitled to do business in the principal place of business.
12. Any other addresses where the Registrar will be operated or managed, if different from either its principal place of business or correspondence address provided above. (If so, please explain.) Provide ICANN with current documentation demonstrating that the Registrar is legally entitled to do business in each location identified.
13. Primary contact name:

Title
Address
Phone number
Fax number
Email address

-
14. URL and Location of Port 43 WHOIS server.

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Ownership, Directors and Officers Information

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15. Full name, contact information, and position of any persons or entities owning at least 5% of the ownership interest in

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Registrar's current business entity. For each person listed, please specify such person's percentage ownership.

16. Full name, contact information, and position of all directors of the Registrar.
17. Full name, contact information, and position of all officers of the Registrar.* (Officer names and positions must be publicly displayed.)
18. Full name, contact information, and position of all senior management and other key personnel overseeing the provision of Registrar Services.
19. For every person or entity mentioned in the answers to questions 15 to 18, indicate if that person or entity:
 - a. within the past ten years, has been convicted of a felony or of a misdemeanor related to financial activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is similar or related to any of these;
 - b. within the past ten years, has been disciplined by any government or industry regulatory body for conduct involving dishonesty or misuse of funds of others;
 - c. is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination, or discipline of the type specified in items 19(a) or 19(b); or

d. is the subject of a disqualification imposed by ICANN.*

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20. List all Affiliated Registrars, if any, and briefly describe the Affiliation.
21. For any entities listed in item 20, must provide information required in items 1-14 above.
22. List the ultimate parent entity of the Registrar, if applicable.*

Other

23. Does the Registrar or any of its Affiliates offer any Privacy Service or Proxy Service (as such terms on defined in the Specification on Privacy and Proxy Registrations)? If yes, list the entities or individuals providing the Privacy Service or Proxy Service.
24. For any entities listed in item 20, provide information required in 1-14 above.
25. Does the Registrar utilize or benefit from the services of Resellers?
26. If yes, provide a list of all such Resellers known to Registrar. The information specified in this item 26 shall be made available to ICANN upon request. At such time as ICANN develops a secure method for the receipt and retention of such information, such information shall thereafter be provided to ICANN in accordance with Section 3.17 of the Agreement.

* Items marked with "*" must also be published on Registrar's website.

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This Specification may be modified by ICANN from time to time after consultation with the Registrar Stakeholder Group (or its

ADDITIONAL REGISTRAR OPERATION SPECIFICATION

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successor), provided that such updates are commercially practical with respect to the registrar industry, taken as a whole.

1. **DNSSEC**

Registrar must allow its customers to use DNSSEC upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on behalf of customers to the Registries that support DNSSEC. Such requests shall be accepted and processed in a secure manner and according to industry best practices. Registrars shall accept any public key algorithm and digest type that is supported by the TLD of interest and appears in the registries posted at:

<<http://www.iana.org/assignments/dns-sec-alg-numbers/dns-sec-alg-numbers.xml>> and

<<http://www.iana.org/assignments/ds-rr-types/ds-rr-types.xml>>. All such requests shall be transmitted to

registries using the EPP extensions specified in RFC 5910 or its successors.

2. **IPv6**

To the extent that Registrar offers registrants the ability to register nameserver addresses, Registrar must allow both IPv4 addresses and IPv6 addresses to be specified.

3. **IDN**

If the Registrar offers Internationalized Domain Name ("IDN") registrations, all new registrations must comply with RFCs 5890, 5891, 5892, 5893 and their successors.

Registrar shall also comply with the IDN Guidelines at

<http://www.icann.org/en/topics/idn/implementation-guidelines.htm> which may be amended, modified, or

superseded from time to time. Registrar must use the IDN tables published by the relevant registry.

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Registrants' Benefits and Responsibilities

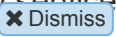
Domain Name Registrants' Rights:

1. Your domain name registration and any privacy/proxy services you may use in conjunction with it must be subject to a Registration Agreement with an ICANN Accredited Registrar.
 - You are entitled to review this Registration Agreement at any time, and download a copy for your records.
2. You are entitled to accurate and accessible information about:
 - The identity of your ICANN Accredited Registrar;
 - The identity of any proxy or privacy service provider affiliated with your Registrar;
 - Your Registrar's terms and conditions, including pricing information, applicable to domain name registrations;
 - The terms and conditions, including pricing information, applicable to any privacy services offered by your Registrar;
 - The customer support services offered by your Registrar and the privacy services provider, and how to access them;
 - How to raise concerns and resolve disputes with your Registrar and any privacy services offered by them;

and

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3. You shall not be subject to false advertising or deceptive practices by your Registrar or through any proxy or privacy services made available by your Registrar. This includes deceptive notices, hidden fees, and any practices that are illegal under the consumer protection law of your residence.

Domain Name Registrants' Responsibilities:

1. You must comply with the terms and conditions posted by your Registrar, including applicable policies from your Registrar, the Registry and ICANN.
2. You must review your Registrar's current Registration Agreement, along with any updates.
3. You will assume sole responsibility for the registration and use of your domain name.
4. You must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes.
5. You must respond to inquiries from your Registrar within fifteen (15) days, and keep your Registrar account data current. If you choose to have your domain name registration renew automatically, you must also keep your payment information current.

LOGO LICENSE SPECIFICATION

The Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [organization type and jurisdiction]

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[Registrar] have entered into a Registrar Accreditation Agreement ("Registrar Accreditation Agreement") of which this site is using "tracking cookies" on your computer to deliver the best experience possible. [Read more to appendix \(the Logo License Specification\)](#) is a part. Definitions in the Registrar Accreditation Agreement apply in this Logo License Specification.

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Registrar wishes to acquire from ICANN, and ICANN wishes to grant to Registrar, a license to use the trademarks listed below the signature block of this Logo License Specification ("Trademarks") in connection with Registrar's role as an ICANN-accredited registrar. Pursuant to and subject to the Registrar Accreditation Agreement, Registrar and ICANN hereby agree as follows:

LICENSE

1. Grant of License. ICANN grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks, during the term of this specification and solely in connection with the provision and marketing of Registrar Services in order to indicate that Registrar is accredited as a registrar of domain names by ICANN. Except as provided in this subsection and Subsection 2.2 of the Registrar Accreditation Agreement, Registrar shall not use the Trademarks, any term, phrase, or design which is confusingly similar to the Trademarks or any portion of the Trademarks in any manner whatsoever.
2. Ownership of Trademarks. Any and all rights in the Trademarks that may be acquired by Registrar shall inure to the benefit of, and are hereby assigned to, ICANN. Registrar shall not assert ownership of the Trademarks or any associated goodwill.
3. No Sublicense. Registrar shall not sublicense any of its rights under this specification to any other person or entity (including any of Registrar's resellers) without the prior written approval of ICANN.

REGISTRATION AND ENFORCEMENT


1. Registration. Registration and any other form of protection for the Trademarks shall only be obtained by ICANN in its name and at its expense.

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2. Enforcement. Registrar shall promptly notify ICANN of any actual or suspected infringement of the Trademarks by third parties, including Registrar's resellers or affiliates.

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ICANN shall have the sole discretion to initiate and maintain any legal proceedings against such third parties; Registrar shall not take any such actions without the prior written approval of ICANN; and ICANN shall retain any and all recoveries from such actions.

3. Further Assurances. Registrar agrees to execute such other documents and to take all such actions as ICANN may request to effect the terms of this specification, including providing such materials (for example URLs and samples of any promotional materials bearing the Trademarks), cooperation, and assistance as may be reasonably required to assist ICANN in obtaining, maintaining, and enforcing trademark registration(s) and any other form of protection for the Trademarks.

TERM AND TERMINATION

This Logo License Specification shall be effective from the date it is signed below by both parties until the Expiration Date, unless this specification or the Registrar Accreditation Agreement is earlier terminated. Each party shall have the right to terminate this specification at any time by giving the other party written notice. Upon expiration or termination of this specification, Registrar shall immediately discontinue all use of the Trademarks.

IN WITNESS WHEREOF, the parties have caused this Logo License Specification to be executed by their duly authorized representatives.

ICANN

By: _____

[Registrar Name]

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By: _____

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Name: _____
Title: _____

TRADEMARKS:Dated: _____

1. ICANN Accredited Registrar
- 2.



COMPLIANCE CERTIFICATE

_____, 20____

Pursuant to Section 3.15 of Registrar Accreditation Agreement (the "Agreement"), dated _____, 20____, by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), the undersigned certifies, in his/her capacity as an officer of the Registrar and not in his/her individual capacity, on behalf of Registrar as follows:

The undersigned is the

_____ (must be one of the following: Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, or the functional equivalent thereof) of Registrar.

Registrar has in place processes and procedures intended to establish, maintain, review, test, and modify registrar policies and procedures reasonably designed to achieve compliance with the

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required to be performed or complied with by it for the calendar year 20____.

The undersigned signs this certificate as of the date indicated under the title.

[REGISTRAR]

By: _____

Name:

Title:

TRANSITION ADDENDUM TO REGISTRAR ACCREDITATION AGREEMENT

This Transition Addendum (this "Addendum") to the Registrar Accreditation Agreement (the "Agreement") by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), is dated as of _____, 2013.

WHEREAS, ICANN and Registrar entered into the Agreement as of the date hereof; and

WHEREAS, ICANN acknowledges that implementation by Registrar of certain operational provisions of the Agreement is not possible on the date hereof and will require a reasonable grace period.

NOW THEREFORE, the parties agree as follows:

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Section 3.7.8 of the Agreement; the WHOIS Accuracy Specification; the Data Retention Specification; and the service level agreements set forth in Section 2.2 of the Registration Data Directory Service (WHOIS) Specification (collectively, the "Transition Provisions").

2. In addition, if immediately prior to the execution of this Addendum Registrar was party to the form registrar accreditation agreement adopted by ICANN in 2009 (the "2009 RAA"), Registrar may use its existing form of registrant registration agreement until January 1, 2014, provided that such agreement complies with Section 3.7.7 of the 2009 RAA.
3. For the calendar year ended December 31, 2013, any certification required pursuant to Section 3.15 shall not require certification as to compliance with the Transition Provisions and may acknowledge the permissible use of the registrant registration agreement under Section 2 hereof.
4. Notwithstanding the foregoing, Registrar agrees to use commercially reasonable efforts to comply with the obligations set forth in the Transition Provisions and transition to a registrant registration agreement that complies with the terms of the Agreement prior to January 1, 2014.
5. Registrar must be fully compliant with the Transition Provisions and Section 3.7.7 of the Agreement as of January 1, 2014, at which date this Addendum shall automatically terminate without action by any party, except as it relates to Section 4 hereof.

6. ICANN and the Registrar Whois Validation Working Group (as defined below) will work together to identify and specify an appropriate set of tools to enable Registrar to complete the across field validation specified in Section 1(e) of the Whois Accuracy Program Specification to the Agreement (the "Across Field Validation"). Whois Validation tools are mutually agreed between ICANN and the Registrar Whois

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Validation Working Group, ICANN shall provide Registrar written notice of such agreement (which notice shall specify and describe the agreed upon tools). Effective on the one hundred eightieth (180th) calendar day following delivery of such notice by ICANN, Registrar shall comply with the obligations specified in Section 1(e) of the Whois Accuracy Program. Until such time, ICANN will not enforce compliance with such obligations.

For purposes of this Section 6, the Registrar Whois Validation Working Group shall be deemed to have agreed to such Across Field Validation tools when Approval (as defined below) of the then serving members of the group is obtained through a vote of the group (which vote may be conducted through any verifiable means determined by the group, including through electronic means).

The "Registrar Whois Validation Working Group" means that existing working group whose membership has been tasked with identifying and specifying a set of tools to enable registrars to complete the Across Field Validation. The membership of the Registrar Whois Validation Working Group shall be made up of volunteering representatives of ICANN-accredited registrars, and shall initially consist of the members currently serving on the existing working group.

"Approval" is obtained following a vote of the Registrar Whois Validation Working Group, if the votes cast in favor of adoption of the proposed Across Field Validations tools by the then serving members of the group are at least two-thirds of the votes cast by such members, with abstentions or non-votes not being counted as either votes in favor or against adoption of such tools. For purposes of the vote of the group as referenced above, (i) only persons appointed

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ICANN-accredited registrar shall be deemed members of the group and eligible to cast a vote as described above and (ii) no ICANN-accredited registrar nor group of Affiliated Registrars represented in the Registrar Whois Validation Working Group have more than one vote.

7. Except as set forth in this Addendum, the Agreement shall be in full force and effect, enforceable by the parties in accordance with its terms.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate by their duly authorized representatives.

ICANN

By: _____

Name: _____

Title: _____

[Registrar]

By: _____

Name: _____

Title: _____

¹ Data element may be deleted, provided that if the data element is used, it must appear at this location.

² Note: all applicable statuses must be displayed in the Whois output.

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⁴ For the Registrant, Admin and Tech contact fields requiring a "Name" or "Organization", the output must include either the name or organization (or both, if available).

⁵ All "State/Province" fields may be left blank if not available.

⁶ All "Postal Code" fields may be left blank if not available.

⁷ All "Phone Ext", "Fax" and "Fax Ext" fields may be left blank if not available.

⁸ May be left blank if not available from Registry.

⁹ May be left blank if not available from Registry.

¹⁰ All associated nameservers must be listed.



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Twitter



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Flickr



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Community Wiki



ICANN Blog

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Who We Are	Contact Us	Accountability & Transparency	Governance	Help
Get Started	Offices	Accountability Mechanisms	Documents	Dispute Resolution
Learning	Customer Service	Independent Review Process	Agreements	Domain Name Dispute Resolution
Participate	Security Team	Request for Reconsideration	AOC Review	Name Collision
Board	PGP Keys	Ombudsman	Annual Report	Registrar Problems
President's Corner	Certificate Authority		Financials	WHOIS
Staff	Registry Liaison		Document Disclosure	
Careers	AOC Review		Planning	
Newsletter	Organizational Reviews		Dashboard	
	Request a Speaker		RFPs	
	For Journalists		Litigation	
			Correspondence	

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Exhibit 10

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Uniform Domain Name Dispute Resolution Policy

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Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm for the implementation schedule.

2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).

3. The policy is between the registrar and other registration authority in the case of a country-code

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Resiliency
(IS-SSR)

▶ ccTLDs

▶ Internationalized
Domain
Names

▶ Universal
Acceptance
Initiative

▶ Policy

▶ Public
Comment

▶ Contact

▼ Help

Dispute
Resolution

▼ Domain
Name
Dispute
Resolution

▶ Charter
Eligibility
Dispute
Resolution
Policy

▶ Eligibility
Requirements
Dispute
Resolution
Policy

▶ Intellectual
Property
Defensive
Registration

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top-level domain) and its customer (the domain-name holder or registrant). **Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.**

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you.

Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- Qualification Challenge Policy
 - a. subject to the provisions of [Paragraph 8](#), our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- Restrictions Dispute Resolution Policy
 - b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- Transfer Dispute Resolution Policy
 - c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)
- ▼ Uniform Domain Name Dispute Resolution Policy
 - We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

Providers

4. Mandatory Administrative Proceeding.

Provider

Approval Process

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding.

Rules

These proceedings will be conducted before one of the

Principal Documents

administrative-dispute-resolution service providers listed at www.icann.org/en/dndr/udrp/approved-providers.htm (each, a "Provider").

Historical Documents

Timeline

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- Name Collision

Registrar Problems

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has

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Independent Review Process

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(ii) you have no rights or legitimate interests in respect of the domain name; and

Request for
Reconsideration

(iii) your domain name has been registered
and is being used in bad faith.

In the administrative proceeding, the complainant must
prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith.

For the purposes of [Paragraph 4\(a\)\(iii\)](#), the following
circumstances, in particular but without limitation, if
found by the Panel to be present, shall be evidence of
the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have
registered or you have acquired the domain
name primarily for the purpose of selling,
renting, or otherwise transferring the
domain name registration to the
complainant who is the owner of the
trademark or service mark or to a
competitor of that complainant, for valuable
consideration in excess of your
documented out-of-pocket costs directly
related to the domain name; or

(ii) you have registered the domain name in
order to prevent the owner of the trademark
or service mark from reflecting the mark in
a corresponding domain name, provided
that you have engaged in a pattern of such
conduct; or

(iii) you have registered the domain name
primarily for the purpose of disrupting the
business of a competitor; or

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(iv) by using the domain name, you have
intentionally attempted to attract, for
commercial gain, Internet users to your web
site or other on-line location, by creating a
likelihood of confusion with the
complainant's mark as to the source,

sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to [Paragraph 5](#) of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of [Paragraph 4\(a\)\(ii\)](#):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

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d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in [Paragraph 4\(f\)](#).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(b\)\(iv\)](#) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

A note about tracking cookies: **i. Remedies.** The remedies available to a complainant

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j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in [Paragraph 4](#) shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under [Paragraph 3\(b\)\(xiii\)](#) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See [Paragraphs 1 and 3\(b\)\(xiii\)](#) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your

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lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of [Paragraph 4](#) shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in [Paragraph 3](#) above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder.

You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.



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b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of [ICANN](#). We will post our revised Policy at [<URL>](#) at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration



 Facebook



 RSS Feeds



 Community Wiki



 ICANN Blog

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Who We Are	Contact Us	Accountability & Transparency	Governance	Help
Get Started	Offices	Accountability Mechanisms	Documents	Dispute Resolution
Learning	Customer Service	Independent Review Process	Agreements	Domain Name Dispute Resolution
Participate	Security Team	Request for Reconsideration	AOC Review	Name Collision
Board	PGP Keys	Ombudsman	Annual Report	Registrar Problems
President's Corner	Certificate Authority		Financials	WHOIS
Staff	Registry Liaison		Document Disclosure	
Careers			Planning	
Newsletter			Dashboard	
	AOC Review		RFPs	
	Organizational Reviews		Litigation	
	Request a Speaker		Correspondence	
	For Journalists			

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Exhibit 11

GO DADDY DOMAIN NAME REGISTRATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Name Registration Agreement (this "Agreement") is entered into by and between GoDaddy.com, LLC, a Delaware limited liability company ("Go Daddy") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of Go Daddy's Domain Name Registration services (the "Domain Name Registration Services" or the "Services").

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with (i) Go Daddy's [Universal Terms of Service Agreement](#), and (ii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Registration Services landing page of the Go Daddy website (this "Site"), both (i) and (ii) of which are incorporated herein by reference.

The terms "we", "us" or "our" shall refer to Go Daddy. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

You acknowledge and agree that (i) Go Daddy, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Go Daddy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Shopper Account") information, including your email address, current. Go Daddy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

Go Daddy is an Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar. You acknowledge and agree that as an ICANN-accredited registrar, Go Daddy is bound by an agreement with ICANN. You acknowledge and agree that Go Daddy may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the top level domain ("TLD") or country code top level domain ("ccTLD") in question.

As used herein, the terms "registry", "Registry", "registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. To identify the sponsoring registrar, click [here](#).

In addition to domain name registrations, we may offer a variety of products that can be added to your domain name registration. Your purchase and use of each additional product is subject to both the general terms and conditions and the specific terms and conditions for each product as set forth in this Agreement

2. FEES AND PAYMENTS

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees (including any registration fees required by ICANN) due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. Go Daddy expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Where refunds are issued, Go Daddy's issuance of a refund receipt is confirmation that Go Daddy has submitted your refund to the Payment Method (as defined below) charged at the time of the original sale. You acknowledge and agree that the associated payment provider and/or individual issuing bank establish and regulate the time frames for posting your refund. Refund posting time frames may range from five (5) business days to a full billing cycle.

You may pay for Services by providing a valid credit card, an electronic check (from your personal or business checking account, as appropriate), PayPal (as defined in the Universal Terms of Service Agreement), Alipay (as defined in the Universal Terms of Service Agreement), or by using Go Daddy's "Good As Gold Prepaid Services" to establish a cash reserve for charge by Go Daddy (each, a "Payment Method"). For Services that offer "Express Checkout", clicking the Express Checkout button will automatically place an order for that Service and charge the primary Payment Method on file for your Shopper Account. Confirmation of that order will be sent to the email address on file for your Shopper Account. Your Payment Method on file must be kept valid if you have any active Services in your Shopper Account.

If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE ORIGINAL SERVICE PERIOD. FOR EXAMPLE, IF YOUR ORIGINAL SERVICE PERIOD WAS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, GO DADDY WILL AUTOMATICALLY RENEW THE APPLICABLE

SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH GO DADDY AT GO DADDY'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER ("[ACCOUNT MANAGER](#)") FROM THIS SITE AND FOLLOW THE STEPS FOUND [HERE](#). YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND GO DADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, GO DADDY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, GO DADDY WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. GO DADDY MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND GO DADDY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason Go Daddy is unable to charge your Payment Method for the full amount owed for the Services provided, or if Go Daddy is charged a penalty for any fee it previously charged to your Payment Method, you agree that Go Daddy may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason Go Daddy is unable to charge your credit card with the full amount owed for the Services provided, or if Go Daddy is charged back for any fee it previously charged to the credit card you provided, you agree that Go Daddy may pursue all available lawful remedies in order to obtain payment. You agree that the remedies Go Daddy may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. Go Daddy reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks Go Daddy may perform outside the normal scope of its Services, (ii) additional time and/or costs Go Daddy may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Go Daddy in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that

require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, Alipay, and Certegy (as defined in the Universal Terms of Service Agreement), fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with Go Daddy.

Go Daddy may offer product-level pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on this Site ("Supported Currency" or "Supported Currencies"). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment. If the currency selected is not a Supported Currency, then the transaction will be processed in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and Go Daddy makes no representations or warranties that (a) the amount submitted to your bank for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

Please refer to the Universal Terms of Service Agreement for further details regarding the individual Payment Methods referenced above.

(B) DOMAIN NAME RENEWAL TERMS

When you register a domain name, you will have three renewal options: (i) "Automatic Renewal", (ii) "Extended Automatic Renewal", and (iii) "Manual Renewal":

- i. Automatic Renewal. Automatic Renewal is the default setting. Therefore, unless you select either Extended Automatic Renewal or Manual Renewal, Go Daddy will enroll you in the Automatic Renewal plan. If you enroll in the Automatic Renewal plan, Go Daddy will automatically renew, for a period equivalent to the length of your original domain name registration, any domain name that is up for renewal and will take payment from the Payment Method you have on file with Go Daddy, at Go Daddy's then current rates. Thus, if you have chosen to register your domain name for one (1) year, Go Daddy will automatically renew it for one (1) year. If you have chosen to register your domain name for two (2) years, Go Daddy will automatically renew it for two (2) years, and so on.
- ii. Extended Automatic Renewal. If you enroll in the Extended

Automatic Renewal plan, Go Daddy will automatically renew any domain name that is up for renewal for an additional one-year period on each and every anniversary of your domain name registration, so the initial registration period will always remain intact. Thus, if you have chosen to register your domain name for two (2) years, Go Daddy will automatically renew it for one (1) additional year on each and every anniversary of your domain name registration so your two (2) year registration period will always remain intact. If you have chosen to register your domain name for five (5) years, Go Daddy will automatically renew it for one (1) additional year on each and every anniversary of your domain name registration so your five (5) year registration period will always remain intact, and so on. Go Daddy will take payment from the Payment Method you have on file with Go Daddy, at Go Daddy's then current one-year domain name registration rate.

- iii. Manual Renewal. If you do not select that the domain name be automatically renewed (through either Automatic Renewal or Extended Automatic Renewal), you have the responsibility of logging into the Domain Manager portion of your **Account Manager** for that domain name and manually implementing the renewal by the expiration date (should you in fact want the domain name to be renewed). If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

All renewals will be subject to the terms of this Agreement, as it may be amended from time to time, and you acknowledge and agree to be bound by the terms of this Agreement (as amended) for all renewed domains. Domain name renewals will be non-refundable. If for any reason Go Daddy is not able to take the payment from the Payment Method you have on file, and you fail to respond to our notices, your domain name registration will expire. It is your responsibility to keep your Payment Method information current, which includes the expiration date if you are using a credit card.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), renewal billing will occur on the first day of the month prior to the month of expiration.

For certain ccTLDs (.am, .at, .be, .ca, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg), you must renew no later than the 20th of the month prior to the expiration date, or your domain name will be placed in non-renewal status. For some ccTLDs (.es) you must renew no later than seven days before the expiration date, or your domain name will be placed in non-renewal status. When the domain name is in non-renewal status, you can renew the domain name only by calling Go Daddy and requesting that the domain name be renewed. You cannot renew the domain name through your **Account Manager**. If you fail to manually implement the renewal before the expiration date, the domain name will be cancelled and you will no longer have use of that name.

You agree that Go Daddy will not be responsible for cancelled domain names that you fail to renew, either automatically or manually in the timeframes indicated in this Agreement. In any case, if you fail to renew your domain name in a timely fashion, additional charges may apply. If you signed up for privacy services, protected registration, or any other similar service, with your domain

name registration, these services will automatically be renewed when your domain name registration is up for renewal, and you will incur the applicable additional renewal fee unless you cancel in advance.

If you fail to renew your domain name in the timeframes indicated in this Agreement, you agree that Go Daddy may, in its sole discretion, renew your expired domain name on your behalf. If Go Daddy decides to renew your expired domain name on your behalf, you will have a Renewal Grace Period during which you may reimburse Go Daddy for the renewal and keep your domain name. The Renewal Grace Period is currently twelve (12) days but subject to change under the terms of this Agreement. For certain ccTLDs (.am, .at, .be, .cn, .com.cn, .net.cn, .org.cn, .de, .eu, .fm, .gs, .it, .jp, .ms, .nu, .nz, .co.nz, .net.nz, .org.nz, .tc, .tk, .tw, .com.tw, .org.tw, .idv.tw, .uk, and .vg) there is no Renewal Grace Period after the expiration date of the domain name. If you do not reimburse Go Daddy for the renewal during the Renewal Grace Period your domain name will be placed on Hold and flagged for deletion after which you will have a 30-day redemption period during which you may pay Go Daddy a Redemption fee and redeem your domain name. The Redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the 30-day redemption period Go Daddy may, in its sole discretion, delete your domain name or transfer it to another registrant on your behalf. During the redemption period your domain name may be parked.

If your domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay Go Daddy a redemption fee and redeem your domain name. The redemption fee is currently \$80.00 USD and is subject to change under the terms of this Agreement. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

Renewal Grace Periods and Redemption Grace Periods vary for different ccTLDs. Please refer to the specific terms for the applicable TLD. In the event there is a conflict between the provisions of this paragraph and the ccTLD terms, the ccTLD terms shall control.

Our registration expiration notification policy and associated fees are described [here](#).

(C) FREE PRODUCT TERMS

In the event you are provided with free products with the registration of a domain name, you acknowledge and agree that such free products will only be available with a valid purchase and may be terminated in the event the domain name is deleted or cancelled. For free domain names, you acknowledge and agree that you may not change the account associated with such free domain for the first five (5) days after registration. In the event a free domain name is offered with the registration of another domain and if the paid domain name registered fails, then we may, in its sole discretion, either delete the registration of the free domain or refund the difference between the amount paid and the value of the free domain. Failed registrations associated with promotional offers may result in the deletion of the free or discounted item or an adjustment between the registered domain price and the value of the discounted item, in our sole discretion.

3. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

The term of this Agreement shall continue in full force and effect as long as you have any domain name registered through Go Daddy.

You agree that you will not transfer any domain name registered through Go Daddy to another domain name registrar during the first sixty (60) days after its initial registration date.

You further agree that you will not engage in "domain tasting" by using the five (5) day grace period in which a registrant may choose to cancel a domain name and get a full refund of the registration fee as a vehicle to test the marketability or viability of a domain name. If Go Daddy determines (which determination shall be made by Go Daddy in its sole and absolute discretion) that you have been engaging in "domain tasting", then Go Daddy reserves the right to (a) charge you a small fee (which fee shall be deducted from any refund issued) or (b) refuse your cancellation/refund request altogether. Go Daddy will not charge you a fee if Go Daddy cancels your domain name during the five (5) day grace period due to fraud or other activity outside of your control. The five (5) day grace period does not apply to Premium Domains, which are non-refundable.

You agree that Go Daddy shall not be bound by (i) any representations made by third parties who you may use to purchase services from Go Daddy, or (ii) any statements of a general nature, which may be posted on Go Daddy's website or contained in Go Daddy's promotional materials.

4. UP TO DATE INFORMATION; USE OF INFORMATION AND EXPIRATION

You agree to notify Go Daddy within five (5) business days when any of the information you provided as part of the application and/or registration process changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide Go Daddy with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by you, shall also be considered to be a material breach of this Agreement and a basis for suspension and/or cancellation of the domain name. You agree to retain a copy for your record of the receipt for purchase of your domain name.

You agree that for each domain name registered by you, the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered Name Holder and, if different from the Registered Name Holder, the same contact information for, a technical contact, an administrative contact and a billing contact.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator, for their use, copying, distribution, publication, modification and other processing. As required by ICANN, this information must also be made publicly available by means of Whois, and that the registry operator may also be required to make this information publicly available by Whois. Both Go Daddy and the registry operator may be required to archive this information with a third-party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure. Registrar will not process data in a way that is

incompatible with this Agreement. Registrar will take reasonable precautions to protect data from loss or misuse.

You agree that for each domain name registered by you the following information will be made publicly available in the Whois directory as determined by ICANN Policy and may be sold in bulk as set forth in the ICANN agreement:

- The domain name;
- Your name and postal address;
- The name, email address, postal address, voice and fax numbers for technical and administrative contacts;
- The Internet protocol numbers for the primary and secondary name servers;
- The corresponding names of the name servers; and
- The original date of registration and expiration date.
- Name of primary name server and secondary name server.
- Identity of the registrar.

You agree that, to the extent permitted by ICANN, Go Daddy may make use of the publicly available information you provided during the registration process. If you engage in the reselling of domain names you agree to provide any individuals whose personal information you've obtained, information about the possible uses of their personal information pursuant to ICANN policy. You also agree to obtain consent, and evidence of consent, from those individuals for such use of the personal information they provide.

In order for us to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database the following information that you are required to provide when applying for a domain name:

- i. The domain or sub-domain name(s) registered by you;
- ii. Your organization name, type and postal address;
- iii. The name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and administrative contacts for your domain or sub-domain name(s);
- iv. The full hostnames and Internet protocol (IP) addresses of at least two (2) name server hosts (one primary and at least one secondary) for your domain or sub-domain name. Up to six (6) name servers may be specified. If a host has more than one (1) IP address, use a comma-separated list;
- v. The corresponding names of those name servers;
- vi. The original creation date of the registration; and
- vii. The expiration date of the registration.

We may be required to make this information available in bulk form to third parties. We may also transfer or assign this information to CIRA or such other third party as we may decide, in our sole discretion.

5. DISPUTE RESOLUTION POLICY

You agree to be bound by our current Dispute Resolution Policy. This policy is incorporated herein and made a part of this Agreement. You can view the [Uniform Domain Name Dispute Resolution Policy](#) online. You agree that Go Daddy may from time to time modify its Dispute Resolution Policy. Go Daddy will post any changes to its Dispute Resolution Policy at least thirty (30) days before they become effective. You agree that by maintaining your domain name registrations with Go Daddy after the updated policy becomes effective that you agree to the Dispute Resolution policy as amended. You agree to review Go Daddy's website periodically to determine if changes have been made to the Dispute Resolution Policy. If you cancel or terminate your Services with Go Daddy as a result of the modified Dispute Resolution policy, no fees will be refunded to you. You also agree to submit to proceedings commenced under ICANN's Uniform Rapid Suspension System, if applicable.

You agree that if a dispute arises as a result of one (1) or more domain names you have registered using Go Daddy, you will indemnify, defend and hold Go Daddy harmless as provided for in this Agreement. You also agree that if Go Daddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a domain name registered by you using Go Daddy, that Go Daddy, in its sole discretion, may take whatever action Go Daddy deems necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled. In this event you agree to hold Go Daddy harmless for any action taken by Go Daddy.

You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where registrar is located.

In the case of .ca domain names, you agree that, if your use of the service or the registration of a .ca domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in their dispute resolution policy, in effect at the time of the dispute.

6. TRANSFER OF DOMAIN NAMES; RESALE PRACTICES

If you transfer any domain name, you agree to provide the information required by, and to abide by, the procedures and conditions set forth in our [Domain Name Transfer Agreement](#). You may view the latest version of our Domain Name Transfer Agreement online. In order to further protect your domain name, any domain name registered with Go Daddy or transferred to Go Daddy shall be placed on lock status. The domain name must be placed on unlock status in order to initiate a transfer of the domain name away from Go Daddy to a new Registrar. You may log into your account with Go Daddy at any time after your domain name has been successfully transferred to Go Daddy, and change the status to unlock.

In the event you are purchasing a domain name on behalf of a third party, you agree to inform any customer of yours, who may be acquiring a domain name through you using Go Daddy's registration services, that they are in fact registering their domain name through Go Daddy and that Go Daddy is an accredited registrar with ICANN. You agree not to represent that you are an ICANN-accredited registrar or that you are in any way providing superior access to the ICANN Domain Name Registry. You also agree not to use the ICANN trademark logo in any of your promotional materials including your website.

You agree to obtain each of your customers' acceptances to the then current version of this Agreement, and to retain evidence of their acceptance for a period of not less than three (3) years. Should you require that your customers accept additional terms and conditions that are not required by Go Daddy, you agree that such additional terms and conditions shall not conflict with this Agreement and the policies and procedures adopted by ICANN.

You agree that Go Daddy is not lending you access to its registrar connections or its registry access, nor will you be deemed to be a registrar in your own right. Furthermore, you agree you will not attempt to gain access to Go Daddy's registrar connections or registry access. You agree to provide complete, accurate and current data for each registrant to be added to a registry in accordance with ICANN requirements for inclusion in the Whois database.

You agree to provide your customers with adequate customer support, and to maintain contact with them with regard to providing a medium for them to communicate changes in the information they provided as part of the domain name registration process. Upon receiving corrected or updated information you will, within five (5) business days, provide such information to Go Daddy so Go Daddy may update its registration records. You will retain copies of all communications between you and your customers and will upon request provide Go Daddy copies of same.

7. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, neither the registration of the domain nor the manner it is directly or indirectly used, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless the registrar and registry operator, and their directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name registration. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

- i. Your ability to use any of the services provided by Go Daddy is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;
- ii. Your registration of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any Go Daddy procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by Go Daddy or the registry operator

in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that Go Daddy and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as either deems necessary, in the unlimited and sole discretion of either Go Daddy or the registry: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by registry or any registrar in connection with a domain name registration, (iii) for the non-payment of fees to registry, (iv) to protect the integrity and stability of the registry, (v) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement, (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees, (viii) per the terms of this Agreement, (ix) following an occurrence of any of the prohibited activities described in Section 8 below, or (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any Go Daddy rule or policy may be considered by Go Daddy to be a material breach of this Agreement and Go Daddy may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide Go Daddy with material evidence that you have not breached your obligations to Go Daddy within ten (10) business days, Go Daddy may terminate its relationship with you and take any remedial action available to Go Daddy under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, cancelling the registration of any of your domain names and discontinuing any services provided by Go Daddy to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

Go Daddy's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.

8. RESTRICTION OF SERVICES; RIGHT OF REFUSAL

You agree not to use the services provided by Go Daddy, or to allow or enable others, to use the services provided by Go Daddy for the purposes of:

- The transmission of unsolicited email (Spam); and
- Repetitive, high volume inquiries into any of the services provided by Go Daddy (i.e. domain name availability, etc.).

You acknowledge and agree that you are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and you acknowledge and agree that the consequences for such activities include suspension of the domain name.

If you are hosting your domain name system ("DNS") on Go Daddy's servers, or are using our systems to forward a domain name, URL, or otherwise to a system or site hosted elsewhere, or if you have your domain name registered with Go Daddy, you are responsible for ensuring there is no excessive overloading on Go Daddy's servers. You may not use Go Daddy's servers and

your domain name as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, or other abusive attack. Server hacking or other perpetration of security breaches is prohibited. You agree that Go Daddy reserves the right to deactivate your domain name from its DNS if Go Daddy deems it is the recipient of activities caused by your site that threaten the stability of its network.

You agree that Go Daddy, in its sole discretion and without liability to you, may refuse to accept the registration of any domain name. Go Daddy also may in its sole discretion and without liability to you delete the registration of any domain name during the first thirty (30) days after registration has taken place. Go Daddy may also cancel the registration of a domain name, after thirty (30) days, if that name is being used, as determined by Go Daddy in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- Activities prohibited by the laws of the United States and/or foreign territories in which you conduct business;
- Activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; and
- Activities designed to harm or use unethically minors in any way.

In the event Go Daddy refuses a registration or deletes an existing registration during the first thirty (30) days after registration, you will receive a refund of any fees paid to Go Daddy in connection with the registration either being cancelled or refused. In the event Go Daddy deletes the registration of a domain name being used in association with spam or morally objectionable activities, no refund will be issued.

9. DEFAULT SETTINGS; PARKED PAGE

Choosing Your Domain Name Settings. When you register a domain name with Go Daddy, you will be prompted to choose your domain name settings during the checkout process. If you plan on using another provider for your website or hosting needs, then you should enter the name servers of such provider when you choose your domain name settings. This will direct your domain name away from Go Daddy's name servers. If you are an existing Go Daddy customer and have already set up a customer profile designating your domain name settings for new domain name registrations, you will not need to complete this step again during the checkout process.

Go Daddy's Default Settings. If you do not direct your domain name away from Go Daddy's name servers as described above, Go Daddy will direct your domain name to a "Parked Page" ("Default Setting"). You acknowledge and agree that Go Daddy has the right to set the Default Setting.

Parked Page Default Setting. Go Daddy's Parked Page service is an online domain monetization system designed to generate revenue (through the use of pay per click advertising) from domain names that are not actively being used as websites. If your domain name is directed to a Parked Page, you acknowledge and agree that Go Daddy may display both (a) in-house advertising (which includes links to Go Daddy products and services) and (b) third-party advertising (which includes links to third-party products and services) on your Parked Page through the use of pop-up or pop-under browser windows, banner advertisements, audio or video streams, or any other advertising means, and we may aggregate for our own use, related usage data by means of cookies and other similar means. In addition, you acknowledge and agree that all in-house

and third-party advertising will be selected by Go Daddy and its advertising partners, as appropriate, and you will not be permitted to customize the advertising, or entitled to any compensation in exchange therefor. Please note that the third-party advertising displayed on Go Daddy's Parked Pages may contain content offensive to you, including but not limited to links to adult content. Go Daddy makes no effort to edit, control, monitor, or restrict the content and third-party advertising displayed on Go Daddy's Parked Pages, and expressly disclaims any liability or responsibility to you or any third party in connection therewith.

Changing Go Daddy's Default Settings. You may change Go Daddy's Default Settings at any time during the term of your domain name registration.

- i. Content Displaying On Your Parked Page. You can not modify the content displaying on your Parked Page. You may select one of the other options listed below.
- ii. Participating In Domain Name Monetization. If you wish to participate in the domain monetization potential presented by Go Daddy's Parked Page service, please review and consider purchasing our CashParking® service.
- iii. No Content. If the options listed above are not acceptable to you and you would prefer that no content display on your domain name, please contact customer support.

Return To Parked Page Default Setting Upon Domain Name Expiration. Upon domain name expiration, and regardless of how you use your domain name during the term of your domain name registration, your domain name will automatically return to the Parked Page Default Setting described above. As used in this paragraph, "expiration" is deemed to include any "renewal period" or "redemption period" immediately after the domain name expires, but before the domain name is returned to the registry. Once your domain name has returned to the Parked Page Default Setting described above, the only way to opt out of the Parked Page service is to renew, redeem, or re-register your domain name in accordance with Section 2(B), Domain Name Renewal Terms, of this Agreement.

10. DOMAIN ADD-ONS

Business Registration: Business registration allows You to display additional information about the business that is the basis of Your domain name, including, but not limited to, such information as Your fax number, street address, and hours of operation.

Certified Domains. The certified domain service generally allow You to: (i) put a Certified Domain Validation seal on Your website; and (ii) have Your domain name listed as "Certified", in WHOIS lookups on our website. The Certified Domain Validation seal renews independently of Your domain. When You renew Your domain, You must also, when necessary, separately renew Your Certified Validation seal. However, the Certified Domain Validation seal can be cancelled independently of Your domain. If the domain is cancelled, the Certified Domain associated with the cancelled domain will automatically cancel. The Certified Domain seal is a trademark and is protected by copyright, trademark and other intellectual property laws. You may use the Certified Domain seal only in conjunction with the purchase of the Services set forth in the Agreement, and subject to the terms and conditions hereof. Other than provided for in this Agreement, You may not otherwise use, reproduce, or modify the mark for any additional promotional use, without our prior written approval. Your right to the

use of the Certified Domain seal is immediately terminated upon expiration or termination of this Agreement.

Expiration Consolidation. You understand and acknowledge the expiration consolidation service may only be used to consolidate the expiration of .com and .net domain names. The service may not be used to consolidate domains that are on Registrar HOLD, Registry HOLD, or pending Transfer status. You acknowledge the service may only be used to push the expiration date of Your domains forward in time, at least one (1) month forward and no more than ten (10) years forward, and then, only for a period lasting less than twelve (12) months. Once the service has been used to consolidate domains, the new expiration date may not be reversed. To ensure the service is not abused or used as an alternative to renewals, you may only use the service on each domain once in any 12-month period. The service may only be used on domain names that have not passed their expiration date. In order to change the expiration date again, You will be required to renew the domain name first. You further understand and acknowledge the service may only be used to coordinate domains where we are the registrar of record. Domains not registered with us must be transferred before we can perform the Service.

Discount Domain Club. In exchange for purchasing a Discount Domain Club membership, You will be able to purchase discounted products and services from us, including discounts on selected domain registrations, one (1) free Auctions account, one (1) free CashParking account, and discounts on Domain Buy Service. You are required to keep Your membership current as long as You have free or discounted products or services that are renewed with us. If You fail to renew Your membership, without canceling Your discounted domain registration or other services, we will automatically renew Your products and services at the regular pricing in effect at the time of renewal, charging the Payment Method on file for You, and You will be unable to purchase any more discounted products or services, or use Your free accounts until the Membership Agreement fee has been paid. All membership fees are non-refundable.

Backordering/Monitoring. You agree a domain name that has expired shall be subject first to a grace period of twelve (12) days, followed by the ICANN-mandated redemption grace period of thirty (30) days. During this period of time, the current domain name registrant may renew the domain name and retain ownership. We do not guarantee your backorder will result in you obtaining the domain name and expressly reserves the right to (a) refuse additional backorders or (b) cancel existing backorders at any time for any reason. If your backorder is refused or cancelled, we agree to promptly refund any fees paid for such domain name backorder. The domain name may also be placed in a secondary market for resale through the Auctions® service. In order for the backorder request to remain effective, you must have an active Auctions membership. After your first year of Auctions membership, you agree that unless otherwise advised, we will automatically renew your Auctions membership using the payment method you have on file for so long as your backorder credit is active. You may learn more about Auctions by visiting the Auctions website. The domain name may also be subject to a drop pool process before it is available for purchasing. You understand we and our registrar affiliates use our services, including backordering. Therefore, the domain name may be registered with a different registrar, but can be managed through your account. By using the Services, you will be able to, among other things:

- i. Backorder any domain name under the top level domains .COM, .NET, .US, .BIZ, .INFO, .ORG, .MOBI. A backorder for a domain name will include the price of up to a one-year domain name

registration. Should you successfully backorder any domain name, you will be subject to the terms and conditions of the Domain Name Registration and related agreements, which are incorporated herein by reference.

- ii. Change your backorder until you obtain a domain name. You will have the opportunity to change the credit to a different domain name until you successfully capture one. After three (3) years, if the credit is not used, we reserves the right to remove the credit.
- iii. Subscribe monthly to an expiring domain name list. You may also choose to purchase a subscription to a list of domain names expiring within the next five (5) days. If you subscribe to the expiring domain name list, you agree the payment method you have on file may be charged on a monthly subscription basis for the term of the Services you purchase.
- iv. Select domain names off the expiring domain name list you would like to register. Each domain name you attempt to backorder will include the price of up to a one-year domain name registration, as set forth in subsection (i) above.
- v. Monitor your currently registered domain names for changes in registrar, status, expiration date or name servers at no additional cost.
- vi. Subscribe to Domain Alert Pro which enables you to monitor any currently registered domain name, regardless of registrar, for historical tracking of status changes and designation of multiple email notification addresses.

Ownership Protection. The ownership protection service generally allow You to: (i) protect against losing a domain name; (ii) disallow the transfer of a domain name while this Service is active on that name; and (iii) receive an annual domain name report detailing the status of all domain names protected under this Service. Subject to applicable rules, domain names can be transferred from registrar to registrar and from registrant to registrant. However, the Service protects against and prevent both kinds of transfers. Once You have elected to purchase the Service for any and all domain names, the automatic renewal function will be activated for each domain name and those names will not be transferable until the renewal of the Service. Accordingly, You acknowledge and agree You have carefully considered the implications accompanying the purchase of the Service and understand the restrictions the Service will place upon Your ability to transfer any domain names for which You have purchased the Service. You further acknowledge and agree any domain name for which You have purchased the Service will not be transferable for any reason until the next regularly occurring renewal of such domain name, provided, You have previously elected to deactivate the Service for that particular domain name, which deactivation may not occur until the expiration of the current term of the Service. By way of example and not as a limitation, if You elect to purchase the Service for a domain name, which You have registered for a period of five (5) years, the Service will remain active for the same five (5) year period and You will not be able to engage in any transfer whatsoever of that domain name during such five (5) year period.

Premium Domain Names.

1. Description of Service. The Premium Domain Name service ("Service") is provided to facilitate the buying and selling of currently registered domain names. We provide a venue and a transaction facilitation process. We are not

an auctioneer or an escrow agent. We are not in custody of all of the domain names listed on the web site. As result, we have no control over the quality, safety or legality of the domain names listed. Domain names listed may be withdrawn at any time by the seller or by us. We act as a transaction facilitator to help You make and receive payments from third parties. We are not an escrow agent, rather we act as Your agent based upon Your direction and requests to use the Services that require us to perform tasks on Your behalf. We will not use Your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge we are not a bank and the Service is a payment processing service rather than a banking service. You further acknowledge we are not acting as a trustee, fiduciary or escrow with respect to Your funds. In all transactions, where the domain name is registered to us, domain names purchased through the Service may not be transferred away from us to another registrar for a period of sixty (60) days following the change of ownership date.

2. Your Obligations.

Listing Domain Names. You may use the Services to list domain names to which You: (i) have ownership rights for sale; and (ii) are able to transfer in accordance with Your obligations under this Agreement. By using the Services for such purposes, You represent and warrant that: (i) You have all rights, titles and interests in the domain name necessary to complete the transaction; (ii) the domain name does not infringe on the intellectual property rights of anyone else; and (iii) You have the right to transfer the domain name in accordance with Your obligations under this Agreement. You further agree the domain name is not currently or will not in the foreseeable future be associated with a Uniform Dispute Resolution Policy Dispute or other such litigation. In the event You are unable to comply or fail to comply with Your obligations under this Agreement, we expressly reserves the right to delist any or all of Your domain names immediately upon becoming aware of Your failure to comply. You may list Your domain name for any duration offered on the web site. You agree to pay the listing fee associated with the duration period You choose at the time of the listing. You may choose to supplement the listing with various additional services provided, if any. By using the additional services, You agree to pay any additional charges we may associate with the additional services. We reserve the right to modify its pricing structure at any time. If You find a Buyer using the Services, the transaction must be completed within the Services. For each transaction completed within the Services, You agree to pay us a transaction fee according to the fee schedule published on the site . Such transaction fee will be payable directly to us. You agree You will not sell the domain name to any Buyer found through the Services without using the Services to complete the transaction. Should we find You are circumventing the Services, we reserve the right to terminate Your account and cancel all of Your listings. In the event that you update your sale price, you acknowledge and agree that it may take up to 24 hours to update the price shown to buyers. In the event your domain name sells prior to the price being updated on the website, you agree that the price listed will be enforced.

Purchasing Domain Names. As a Buyer, You are obligated to complete the transaction if You purchase the domain name. You acknowledge that some listed domain names may be subject to an additional registration fee. For those domain names, the registration fee will be added to the price to form the purchase price. You agree that by completing the transaction, You are responsible for payment of the registration fee. By initiating and sending payments through the Service, You appoint us as Your agent to obtain the funds

on Your behalf and transfer them to the recipient You designate. We will obtain the funds first by the Payment Method You have designated. If there are insufficient funds or invalid credit card information, we may obtain the remaining funds by charging any Payment Method You have on file. Once You send payment, we will hold those funds as Your agent for a prescribed period of time based on the type of transaction, at which time we will release the funds to the Seller. At no time will You be able to withdraw those funds or send the funds to another recipient unless the initial transaction is canceled. Should the Seller refuse payment, the funds, minus the administration fee as outlined in the pricing structure, will be returned to You. You agree that we are not responsible for payments refused by Seller.

Transfer of Ownership. We does not own all of the domain names listed on the Site and cannot guarantee immediate transfer. For domain names we do own, transfer of ownership will begin upon completion of the check out procedure. Further, the transfer by us of any domain name to a buyer is done without warranty and we expressly waive any and all warranties or representations that a domain name does not infringe upon the intellectual rights of a third party.

Selling Domain Names. As a Seller, You are obligated to complete the transaction if the Buyer commits to purchase the domain. By receiving payments through the Service, You appoint us as Your Agent to receive and deposit funds on Your behalf. You must, at the time of listing of Your domain name, establish a payee account. Payments for completed domain name sales will be credited to Your payee account. After a fraud holding period, if no fraud has been detected, your funds will be paid according to the payment method you select in your payee account. Typically, payments are made as follows:

Electronic (ACH) — Processed the same day and remitted within two business days, depending on your financial institution

PayPal® — Processed the same day and remitted within one business day

Good As Gold — Processed the same day and remitted within one business day

Check — Processed weekly and mailed to you within 9 business days

If you do not have a payee account, we will process payment by check by default. Beginning January 1, 2013, you will be charged a \$25.00 processing fee for all check payments. You hereby authorize us to initiate and post credit (positive) entries for payments to the payee account. You understand the amount initiated and posted to the payee account will represent payment for domain names sold using the Service, less any applicable fees and/or charge backs. You hereby authorize us to initiate and post debit (negative) entries to the payee account to reverse erroneous payments and/or make adjustments to incorrect payments. The authority granted to us by the payee account owner herein will remain in full force and effect until we have received written notification from the payee account owner that such authority has been revoked, but in any event, such writing shall be provided in such a manner as to afford us a reasonable opportunity to act on such revocation, or until we have sent notice to terminate this Agreement. In the event of a payment charge back, we will deduct the amount of the payment from Seller's payment method on file. In the event that chargeback experience is high, as determined by us, we reserve the right to hold back twenty percent (20%) of all Seller's payments for ninety (90) days from the date the payment was to be paid.

Transfer Validation. The transfer validation service is provided to help You

keep Your domain name secure. By choosing to use the service, You are making an explicit and voluntary request to us to deny all attempts to transfer Your domain name to another registrar, or to move Your domain name to another account, unless You verify each request as described herein. You will provide us with a contact name, phone number and PIN for domain transfer validations. You will be contacted by us when a domain transfer is requested for a domain name in Your account. When we receive a transfer request, we will call You to verify the transfer request. If we can not reach You with seventy-two (72) hours of receipt of the transfer request, the transfer will be denied. If You do not provide the proper PIN, the transfer will be denied. When we receive a change of account request, we will call You to verify the change request. If we can not reach You with seventy-two (72) hours of receipt of the change request, the change will be denied. If You do not provide the proper PIN, the change will be denied. Availability of Services are subject to the terms and conditions of this Agreement and each of our policies and procedures. We shall use commercially reasonable efforts to attempt to provide certain portions of the Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement and other portions of the service, during normal business hours. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that we may undertake from time to time; or (iii) causes beyond the reasonable control of us or that are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we has no control over the availability of the service on a continuous or uninterrupted basis.

Total/Premium DNS. Total DNS is a complete Domain Name System ("DNS") tool that allows you to manage your DNS and keep your website and web-based applications available and performing reliably. The service is provided "as is", "as available", and "with all faults", and we assume no liability or responsibility regarding the same.

In addition, you specifically acknowledge and agree that we shall have no liability or responsibility for any:

- i. Service interruptions caused by periodic maintenance, repairs or replacements of the Global Nameserver Infrastructure (defined below) that we may undertake from time to time;
- ii. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- iii. Service interruptions caused by you from the installation of third-party applications;
- iv. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol ("FTP") and email; or
- v. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us , including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Subject to the provisions of Force Majeure below, we offer a service uptime guarantee ("Service Uptime Guarantee") for paid services of 99.999% availability

(defined below). You shall receive service credits for any Outage (defined below) of the service covered by the Service Uptime Guarantee. The service credits shall be applied as extensions to the terms of the affected Service. The Service Uptime Guarantee shall become effective fourteen (14) days after your purchase of the Service covered by the Service Uptime Guarantee to allow both parties time to properly configure and test the Service.

Definitions. For the purposes of the Service Uptime Guarantee, the following definitions shall apply:

- i. **"Global Nameserver Infrastructure"**: The group of systems (servers, hardware, and associated software) that are responsible for delivering the Services. The Global Nameserver Infrastructure does not include web-based user interfaces, zone transfer mechanisms, update systems, or other customer-accessible data access or manipulation methods.
- ii. **"99.999% availability"**: A guarantee that the Global Nameserver Infrastructure shall be available to respond to DNS queries 99.999% of the time.
- iii. **"Outage"**: A period in which the Global Nameserver Infrastructure did not maintain 99.999% availability.

Exclusions. For the purposes of the Service Uptime Guarantee, downtime due to the following events shall not be considered an Outage:

- i. Service interruptions caused by **"Regularly Scheduled Maintenance"**, which shall be defined as any maintenance performed on the Global Nameserver Infrastructure of which customer is notified twenty-four (24) hours in advance. Email notice of Regularly Scheduled Maintenance shall be provided to customer's designated email address;
- ii. Service interruptions caused by you from custom scripting, coding, programming or configurations;
- iii. Service interruptions caused by you from the installation of third-party applications;
- iv. Service interruptions that do not prevent visitors from accessing your website, but merely affect your ability to make changes to your website, including but not limited to, changes via mechanisms such as file transfer protocol (**"FTP"**) and email; or
- v. Service interruptions beyond the reasonable control of us or that are not reasonably foreseeable by us, including, but not limited to, power outages, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

We, in our sole and absolute discretion, shall determine whether an event shall be considered an Outage.

Remedies. For the purposes of the Service Uptime Guarantee, when the customer becomes aware of an Outage, the customer shall open a ticket with our technical support services within five (5) calendar days of the Outage. If we determine that an Outage did occur, then the customer shall receive a service credit in the amount of two (2) months for any affected Services. The service credit shall be applied as an extension to the term of the affected Services. A customer's Account shall not be credited more than once per month under the

To qualify for a service credit, you must have a current and valid subscription to the Services affected, and must have an Account in good standing with us. Service credits will not apply to any charges or Services other than the Services for which the Service Uptime Guarantee was not met. Customers with subscriptions for more than one Service will not receive credits for unaffected Services. The remedies set forth herein shall be the sole and exclusive remedies if we do not meet the Service Uptime Guarantee.

In the event either party is unable to carry out its material obligations under this Agreement by reason of Force Majeure those obligations will be suspended during the continuance of the Force Majeure, provided the cause of the Force Majeure is remedied as quickly as practicable. The term "Force Majeure" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of this Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment.

If your Services include Domain Name System Security Extensions ("DNSSEC"), you will be able to secure your domain names with DNSSEC. DNSSEC is designed to protect you from forged DNS data so "hackers" cannot direct visitors to your website to a forged site.

DNSSEC works by using public key cryptography. You acknowledge and agree that if the keys do not match, a visitor's lookup of your website may fail (and result in a "website not found" error) and we assume no liability or responsibility regarding the same. In addition, DNSSEC responses are authenticated, but not encrypted. You acknowledge and agree that DNSSEC does not provide confidentiality of data, and we assume no liability or responsibility regarding the same.

We prohibit the running of a public recursive DNS service on any server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public recursive DNS services and reserves the right to remove any servers from the network that violate this restriction.

11. PRE-REGISTRATIONS

If you submit an application for pre-registration of a domain name, Go Daddy does not guarantee that the name will be secured for you, or that you will have immediate access to the domain name if secured. Go Daddy may use third-party service providers for the pre-registration services.

12. PROVISIONS SPECIFIC TO ALL REGISTRATIONS

We may offer some or all of the following domain names. You agree to be bound by the rules, policies and agreements of each Registry from which you purchase a domain name registration, which may include, but is not limited to, Top Level Domain Registries and Second Level Domain Registrations. You further agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. You further agree to comply with any operational standards, policies, procedures, and practices for the each Registry TLD established from time to time by the applicable Registry

Operators in a non-arbitrary manner, which shall be effective upon posting on this Site.

13. PROVISIONS SPECIFIC TO AFILIAS REGISTRATIONS: .BLUE; .BLACK; .GLOBAL; .HIV; .KIM; .ONL; .PINK; .RED; .RICH; .SHIKSHA; .XN-6FRZ82G

You agree to comply with Registry's policies, including all applicable public interest commitments, community registration policies and Government Advisory Committee safeguards, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

14. PROVISIONS SPECIFIC TO .BERLIN REGISTRATIONS

You agree to comply with Registry's Registration guidelines and policies located [here](#), as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD, which are hereby incorporated by reference.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

15. PROVISIONS SPECIFIC TO .BIZ REGISTRATIONS

Restrictions. Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of these restrictions, "bona fide business or commercial use" means the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS (i) to exchange goods, services, or property of any kind; (ii) in the ordinary course of trade or business; or (iii) to facilitate the exchange of goods, services, information, or property of any kind or the ordinary course of trade or business. Registering a domain name solely for the purposes of selling, trading or leasing the domain name for compensation, or for the unsolicited offering to sell, trade or lease the domain name for compensation does not constitute a "bona fide business or commercial use" of that domain name.

Eligibility Requirements. As a .BIZ domain name registrant, you hereby certify

to the best of your knowledge that (i) the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation or the unsolicited offering to sell, trade or lease the domain name for compensation; (ii) the domain name registrant has the authority to enter into this registration agreement; and (iii) the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

Domain Name Dispute Policy. If you reserved or registered a .BIZ domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i. **Uniform Domain Name Dispute Resolution Policy;** and
- ii. **Restrictions Dispute Resolution Policy.**

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case basis by an independent ICANN-accredited dispute provider. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

Domain Name Dispute Policy Modifications. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our website at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you cancel or terminate your Services with us.

Domain Name Disputes. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of

the judicial body by supplying a party with a registrar certificate from us.

Reservation of Rights. We and the .BIZ Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of us and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. We and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

Indemnification. You agree to indemnify, defend and hold harmless us and the .BIZ Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of the registration agreement.

One Year Registration. If you are registering a .BIZ domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .BIZ domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .BIZ domain name during the first year, you will automatically be charged the second year renewal fees.

16. PROVISIONS SPECIFIC TO .BUILD REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .BUILD Registry.

Notwithstanding anything in this Agreement to the contrary, Plan Bee, LLC, the Registry Operator of the .BUILD TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Plan Bee, LLC have vested and that Plan Bee, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .BUILD TLD. Additionally, the third party beneficiary rights of Plan Bee, LLC

shall survive any termination of this Agreement.

17. PROVISIONS SPECIFIC TO .BUZZ REGISTRATIONS

You agree to comply with Registry's Acceptable Use policies and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the your domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

18. PROVISIONS SPECIFIC TO CENTRALNIC REGISTRATIONS: .BAR; .CAPITAL; .ENGINEERING; .EXCHANGE; .GRIPE; .INK; .REST; .WIKI; .XYZ

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

19. PROVISIONS SPECIFIC TO .COM REGISTRATIONS

You agree to indemnify, defend and hold harmless the .COM Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

20. PROVISIONS SPECIFIC TO .CLUB REGISTRATIONS

You agree to comply with the Registry's Acceptable Use policy and Terms and Service, available [here](#), which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will (within thirty (30) days of demand) indemnify, defend and hold harmless the Registry Operator, Registry Service Provider, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal),

arising out of or relating in any way to your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

21. PROVISIONS SPECIFIC TO ALL DONUTS TLD REGISTRATIONS: .academy; .accountants; .agency; .associates; .bargains; .bike; .boutique; .builders; .business; .cab; .camera; .camp; .capital; .cards; .care; .careers; .cash; .catering; .center; .cheap; .church; .city; .claims; .cleaning; .clinic; .clothing; .codes; .coffee; .community; .company; .computer; .condos; .construction; .contractors; .cool; .credit; .creditcard; .cruises; .dating; .deals; .delivery; .dental; .diamonds; .digital; .direct.; .directory; .discount; .domains; .education; .email; .energy; .engineering; .enterprises; .estate; .equipment; .events; .exchange; .expert; .exposed; .fail; .farm; .finance; .financial; .fish; .fitness; .flights; .florist; .foundation; .fund; .furniture; .gallery; .gift; .glass; .graphics; .gratis; .gripe; .guide; .guru; .haus; .healthcare; .holdings; .holiday; .house; .immo; .industries; .institute; .insure; .international; .investments; .kitchen; .land; .lease; .life; .lighting; .limited; .limo; .loans; .maison; .management; .marketing; .media; .network; .partners; .parts; .photography; .photos; .pictures; .pizza; .place; .plumbing; .productions; .properties; .recipes; .reisen; .rentals; .restaurant; .repair; .report; .sarl; .schule; .services; .shoes; .singles; .solar; .solutions; .supplies; .supply; .support; .surgery; .systems; .tax; .technology; .tienda; .tips; .today; .tools; .town; .toys; .training; .university; .vacations; .ventures; .viajes; .villas; .vision; .voyage; .watch; .works; .wtf; .zone

You shall, within thirty days of demand, indemnify, defend and hold harmless the Registry, Donuts' service providers, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

You will direct any disputes relating to the use of domain names to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

You acknowledge and agree that domain names are variably priced in the Donuts TLDs (i.e., some are Standard Names and others Premium Names), as described in the Registry Terms & Conditions.

You acknowledge and agree that the Donuts TLDs will have non-uniform renewal registration pricing such that the Fee for a domain name registration renewal may differ from other domain names in the same or other Donuts TLDs (e.g., renewal registration Fee is different for different domain names).

Mandated certain additional safeguards for the following top-level domains: .games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, mortgage, .degree, .mba, .audio, .book, .broadway, .film, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .design, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .town, .city, and .reisen (collectively, the "Regulated TLDs")

For Regulated TLDs you agree to comply with the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

Mandated certain additional safeguards for the following top-level domains: .surgery, .dentist, .hospital, .medical, .doctor, .creditcard, .insurance, .bet, .bingo, .poker, .casino, .charity, .university, .attorney, .cpa, .lawyer, .corp, .gmbh, .inc, .llc, .ltd, .sarl, .fail, .gripe, .sucks, and .wtf (collectively, the "Highly-regulated TLDs")

In addition to the requirement for Regulated TLDs, you agree to comply with the following: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve.

22. PROVISIONS SPECIFIC TO FAMOUS FOUR TLD REGISTRATIONS: .BID; .TRADE

You agree to comply with the Registry's Acceptable Use policy and Terms and Service, available [here](#), which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will indemnify, defend and hold harmless the Registry Operator, and its subcontractors (including the registry back-end services provider) and their respective directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry Operator's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or

expiration of the Agreement for any reason.

23. PROVISIONS SPECIFIC TO GMO REGISTRY REGISTRATIONS: .NAGOYA; .TOKYO; .YOKOHAMA

You agree to comply with Registry's Acceptable Use policies and Registration Policies, if any, as they may be instituted or updated from time to time and published on the Registry website located [here](#), and incorporated herein by reference.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

24. PROVISIONS SPECIFIC TO .INFO REGISTRATIONS

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .INFO Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

Indemnification. You agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afiliis Limited, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the .INFO Registry Operator expressly reserve the right to deny, cancel or transfer any registration, or place any domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

One Year Registration. If you are registering a .INFO domain name and you

elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .INFO domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .INFO domain name during the first year, you will automatically be charged the second year renewal fees.

25. PROVISIONS SPECIFIC TO .JOBS REGISTRATIONS

Acknowledgements. You acknowledge and agree (i) to provide information regarding membership in a Human Resource Association, and the identity of any such association; (ii) to provide the URL of your existing company website; (iii) that you have read, understood and agree to be bound by the **.JOBS Registry-Registrant Agreement** (which is incorporated herein) as amended from time to time, the registrant eligibility requirements and the use restrictions; (iv) to abide by the **SHRM Code of Ethics** (which is incorporated herein); and (v) that the Registry Operator is an intended third-party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.

Indemnification. You agree to indemnify, defend and hold harmless the .JOBS Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the .JOBS Registry Operator expressly reserve the right to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, without any notice thereto, in the event of non-compliance by the Registered Name Holder with any provision of this Agreement, the Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions including, but not limited to, submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

26. PROVISIONS SPECIFIC TO .LTDA REGISTRATIONS

You agree to be bound by the Registry policies located [here](#). You agree to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, your domain name registration. This obligation shall survive expiration or termination of this Agreement.

27. PROVISIONS SPECIFIC TO .LUXURY REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period,

including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .LUXURY Registry.

Notwithstanding anything in this Agreement to the contrary, Luxury Partners, LLC, the Registry Operator of the .LUXURY TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Luxury Partners, LLC have vested and that Luxury Partners, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .LUXURY TLD. Additionally, the third party beneficiary rights of Luxury Partners, LLC shall survive any termination of this Agreement.

28. PROVISIONS SPECIFIC TO .MOBI REGISTRATIONS

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) that the Registry Operator and the Registry Service Provider will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the limited industry launch, Sunrise Period, Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute made during the limited industry launch or over a Sunrise Registration.

You further acknowledge and agree that you shall comply with the requirements, standards, policies, procedures and practices set forth in the [dotmobi Style Guide](#), which is hereby incorporated by reference. You consent to the monitoring of your website for compliance with the Style Guide, and acknowledge that the Style Guide is subject to modification by the dotmobi registry, and you acknowledge and agree that you will comply with any such changes in the time allotted.

Indemnification. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration and or use. You also agree to indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration and or use. Both of these indemnification requirements shall survive the termination or expiration of this Agreement.

Reservation of Rights. We, the .MOBI Registry Operator and the Registry Services Provider, acting in consent with the Registry, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees and stockholders, for violations of the terms and conditions herein, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Third Party Beneficiary. Notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .MOBI TLD, is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third-party beneficiary rights under this Agreement in agreeing to us being a registrar for the .MOBI top level domain. Additionally, the third-party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement.

Instant Mobilizer. You are hereby granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Instant Mobilizer service ("Service"), provided, however, You abide by the terms and conditions set forth. You shall not alter, modify, adapt or translate the whole or part of the Service in any way whatsoever. You may not create derivative works based on the Service. You may not rent, lease, assign, dispose of, novate, sublicense or otherwise transfer any of its rights to use the Service to any third party. In the event that the volume of traffic to You from Your use of the Service is sufficient so as to jeopardize the provision of Service for other end users, we and our licensors reserve the right to, at its sole discretion, permanently or temporarily, discontinue Your use of the Service. For the avoidance of doubt, the volume of traffic generated by You should not exceed two thousand (2,000) page views per day. You acknowledge and agree the text "Instant Mobilizer from dotMobi" or equivalent, will be inserted at the footer of Your site. In the event a dotMobi domain to which the Service is being provided is transferred to another domain name registrar, the Service will be interrupted on that dotMobi domain, and Service will not be restored if the new registrar does not offer the Service.

29. PROVISIONS SPECIFIC TO .MENU REGISTRATIONS

You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Start-Up Policies, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

Submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants

for the purpose of upholding the security, stability and integrity of the .MENU Registry.

Notwithstanding anything in this Agreement to the contrary, Wedding TLD2, LLC, the Registry Operator of the .MENU TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Wedding TLD2, LLC have vested and that Wedding TLD2, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to GoDaddy being a registrar for the .MENU TLD. Additionally, the third party beneficiary rights of Wedding TLD2, LLC shall survive any termination of this Agreement.

30. PROVISIONS SPECIFIC TO MINDS AND MACHINES TLDS: .CASA; .LONDON; .WORK; .YOGA REGISTRATIONS

You agree to be bound by the Registry policies located [here](#). You agree to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, your domain name registration. This obligation shall survive expiration or termination of this Agreement.

31. PROVISIONS SPECIFIC TO .MOE REGISTRATIONS

You agree to comply with policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

32. PROVISIONS SPECIFIC TO .NAME REGISTRATIONS

Eligibility Requirements. As a .NAME domain name registrant, you hereby certify to the best of your knowledge that the name you are registering is your legal, personal name, or that you own the intellectual property rights to that name. If at any time it is discovered that it is not your legal personal name, or your intellectual property, the .NAME Registry Operator, Global Name Registry (GNR) and us reserve the right to cancel your registration without refund, or transfer it to another party. In addition to the above, you agree to be bound by the provisions of the [Eligibility Requirements Dispute Resolution Policy](#), which is incorporated herein.

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or

the Land Rush Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

Indemnification. You agree to indemnify, defend and hold harmless GNR and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Defensive Registration. A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name you wish to register is subject to a Defensive Registration, you have three (3) options: (i) you may register a variation of the name, (ii) you may challenge the Defensive Registration under the **Eligibility Requirements Dispute Resolution Policy**, or (iii) you may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois database and requesting consent to register the .NAME domain name. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP.

Acceptable Use Policy. You agree to be bound by the **.NAME Acceptable Use Policy**, which is hereby incorporated by reference. Among other limitations, this policy prohibits you from using your .NAME Email to engage in Spamming activities. You will be limited to a maximum of five hundred (500) messages sent from your .NAME at a time.

33. PROVISIONS SPECIFIC TO .NET REGISTRATIONS

You agree to indemnify, defend and hold harmless the .NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

34. PROVISIONS SPECIFIC TO .ORG REGISTRATIONS

Acknowledgements. You acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of

Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period including, without limitation, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

Indemnification. You agree to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to place on registry lock, hold or similar status a domain name during resolution of a dispute.

35. PROVISIONS SPECIFIC TO .QPON:

You agree to comply with policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

36. PROVISIONS SPECIFIC TO .QUEBEC:

You agree to comply with policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator, located [here](#), and hereby incorporated by reference, and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive

the termination or expiration of the Agreement.

**37. PROVISIONS SPECIFIC TO ALL RADIX TLD REGISTRATIONS:
.WEBSITE; .PRESS; .HOST**

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry Operator, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

You acknowledge having read and understood and agrees to be bound by the terms and conditions of the CentralNic Dispute Resolution Policy, available at <http://www.centralnic.com/support/dispute>

**38. PROVISIONS SPECIFIC TO ALL TOP LEVEL DOMAIN
HOLDINGS REGISTRATIONS: .BEERS; .COOKING; .COUNTRY;
.FISHING; .HORSE; .KIWI; .RODEO; .SURF; .VODKA**

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

**39. PROVISIONS SPECIFIC TO ALL UNIREGISTRY
REGISTRATIONS: .AUDIO; .BLACKFRIDAY; .CHRISTMAS;
.CLICK; .DIET; .GIFT; .GUITARS; .HELP; .HIPHOP; .HOSTING;
.JUEGOS; .LINK; .PICS; .PROPERTY; .SEXY; .TATOO;**

You acknowledge and agree that all registered domain names allocated during any Sunrise Period are non-transferable for the first ten (10) years after registration.

You agree to comply with the following requirements: a) ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance; and b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry and any additional or revised operational standards, policies, procedures, and practices for the Registry TLD.

You agree to indemnify, defend and hold harmless Registry and their subcontractors, and the directors, officers, employees, affiliates and agents of

each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to <http://example.sexy> or <http://www.example.sexy>. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.

40. PROVISIONS SPECIFIC TO ALL UNITED TLD REGISTRATIONS: .ACTOR; .AIRFORCE; .ARMY; .ATTORNEY; .AUCTION; .BAND; .CONSULTING; .DANCE; .DEGREE; .DEMOCRAT; .DENTIST; .ENGINEER; .FORSALE; .FUTBOL; .GIVES; .HAUS; .IMMOBILIEN; .KAUFEN; .MARKET; .MODA; .MORTGATE; .NAVY; .NINJA; .PUB; .REHAB; .REPUBLICAN; .REVIEWS; .RIP; .ROCKS; .SOCIAL; .SOFTWARE; .VET

You agree to comply with the Registration Terms and Conditions, available [here](#), which are hereby incorporated by reference, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You will (within thirty (30) days of demand) indemnify, defend and hold harmless UTLDH (by express reference), Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or UTLDH's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

Mandated certain additional safeguards for the following top-level domains: .degree; .engineer; .gives; .market; .mortgage; .rehab; .software; .vet; (collectively, the "Regulated TLDs")

For Regulated TLDs you agree to comply with the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You agree to comply with the Registry's Registration Terms and Conditions, located [here](#), which are hereby incorporated by reference.

Mandated certain additional safeguards for the following top-level domains: .attorney; .dentist; .lawyer (collectively, the "Highly-regulated TLDs")

In addition to the requirement for Regulated TLDs, you agree to comply with the following: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and (c) you will report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve.

Mandated certain additional safeguards for the following top-level domains: .airforce; .army; .navy (collectively, the "Military TLDs")

In addition to the requirement for Regulated TLDs, you agree not to misrepresent or otherwise imply that you are affiliated with or are sponsored by any national or international military body if you are not, in fact, affiliated.

41. PROVISIONS SPECIFIC TO .UNO REGISTRATIONS

You agree to comply with Registry's Acceptable Use policies and Terms of Service, if any, as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survives the termination or expiration of the Agreement.

42. PROVISIONS SPECIFIC TO .US REGISTRATIONS

Eligibility Requirements. As a .US domain name registrant, you hereby certify to the best of your knowledge that you meet all of the .US Nexus Requirements, which provide that registrants must be either (i) a natural person (a) who is a United States citizen, (b) who is a permanent resident of the United States or any of its possessions or territories, or (c) whose primary place of domicile is in the United States of America or any of its possessions; or (ii) an entity or organization that is (a) incorporated within one of the fifty United States, the district of Columbia, or any of the United States' possessions or territories or (b) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories; or (iii) a foreign entity or organization that has a bona fide presence in the United States of America or any of its possession or territories.

Acknowledgements. You acknowledge and agree that we have requested specific information regarding how the Registrant meets the Nexus Requirements and that Registrant has willingly volunteered such information. Registrant understands and agrees that such information will be verified and will be shared with the .US Registry. You further acknowledge and agree that if such information cannot be verified, or if Registrant fails to continue to abide by

the Nexus Requirements, the registered domain name shall be subject to immediate cancellation.

Indemnification. You agree to indemnify, defend and hold harmless the .US Registry Operator, NeuStar, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration and use of any registered domain name. This indemnification requirement shall survive the termination or expiration of this Agreement.

.US Restrictions. The name servers listed for all .US domain names must be based within the United States of America or any of its possessions or territories. Further, you acknowledge and agree that you are not permitted to purchase private or proxy .US registrations. You shall register for any and all .US registrations using your personal information, which information you represent and warrant is current, accurate and complete.

One Year Registration. If you are registering a .US domain name and you elect to take advantage of special pricing applicable to one-year registrations, we will automatically renew your domain name for an additional one-year period at the end of the first year term by taking payment from the Payment Method you have on file, unless you notify us that you do not wish to renew. You will be notified and given the opportunity to accept or decline the one-year renewal prior to your domain name expiration date. In the event you decide not to renew your one-year .US domain name for a second year, your domain name registration will automatically revert back to us and we will gain full rights of registration to such domain name. You agree that if you delete or transfer your .US domain name during the first year, you will automatically be charged the second year renewal fees.

43. PROVISIONS SPECIFIC TO .VEGAS REGISTRATIONS

You agree to comply with policies, located [here](#), as they may be instituted or updated from time to time and published on the Registry website specific to the Registry TLD for the Registered Name.

You agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with your domain name registration. This indemnification obligation survive the termination or expiration of the Agreement.

44. PROVISIONS SPECIFIC TO .WS REGISTRATIONS

You agree to indemnify, defend and hold harmless the .WS Registry Operator, Global Domains International, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

45. PROVISIONS SPECIFIC TO .XXX REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, eligibility requirements, policies and agreements, and any and all updates, revisions and modifications thereto, of the .XXX Registry Operator, ICM Registry, which are set forth on its website at www.icmregistry.com and are hereby incorporated by reference. You further acknowledge having read and understood and agree to be bound by the terms and conditions of the [Registry Operator's Registry-Registrant Agreement](#), which are incorporated herein.

Membership ID. Please be aware that the Registry does not validate that the membership identification number ("Membership ID") associated with an individual .XXX TLD is the correct Membership ID for such individual .XXX TLD; only that it is a valid Membership ID for any .XXX TLD. As a registrant of an .XXX TLD, you are solely responsible for keeping your Membership ID secure and for any activity that occurs on your account, whether authorized by you or not.

46. OTHER COUNTRY CODE TOP LEVEL DOMAINS

You represent and warrant that you meet the eligibility requirements of each ccTLD you apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to, agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

47. PROVISIONS SPECIFIC TO .AG REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, Nic AG Limited's, [website](#), and which are incorporated herein.

Indemnification. You agree to indemnify, defend and hold harmless the .AG Registry Operator and its directors, officers, shareholders, related companies, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration and use thereof.

48. PROVISIONS SPECIFIC TO .AM REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, ISOC-AM, [website](#), which are incorporated herein. You further acknowledge having read and understood and agree to be bound by the [BRS Media .AM Domain Name Registration Terms & Conditions](#), which are also hereby incorporated by reference.

49. PROVISIONS SPECIFIC TO .ASIA REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DotAsia Organisation Limited ("[DotAsia](#)"), [website](#), and which are incorporated herein.

You further acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .ASIA Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy; (iv) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; (v) comply with the .ASIA Charter Eligibility Requirement; and (vi) submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

You, acting as Registrant Contact, represent and warrant that you have made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the domain name in the event of a dispute or a challenge over your legal entitlement to or the ownership of the domain name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time. You, acting as Registrant Contact, agree that you have obtained an agreement from the CED Contact that you shall remain the Operating Contact for all operations of the domain name, including but not limited to domain name transfer and updates.

Indemnification. You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration and/or use. This indemnification requirement shall survive the termination or expiration of this Agreement.

Reservation of Rights. We and the .ASIA Registry Operator expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity, security and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or us in connection with the domain name registration. We and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Third Party Beneficiary. Notwithstanding anything in this Agreement to the contrary, DotAsia is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third-party beneficiary rights under this Agreement in agreeing to us being a registrar for the .ASIA top level domain. Additionally, the third-party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

50. PROVISIONS SPECIFIC TO .AT REGISTRATIONS

You understand and agree that in order to register a .AT domain name, a pre-registration DNS validation check is required by the Registry. If you are registering a .AT domain name, you further acknowledge and agree to obey, comply with and be bound by any and all registry rules, eligibility requirements, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's [website](#), and which are incorporated herein.

51. PROVISIONS SPECIFIC TO .AU REGISTRATIONS

auDA and Registrar's Agency. In this Agreement, **auDA** means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this Agreement. auDA is an intended third party beneficiary of this Agreement.

auDA Published Policy. In this clause, **auDA Published Policies** means those specifications and policies established and published by auDA from time to time on its [website](#). Registrant must comply with all auDA Published Policies, as they are incorporated into and form a part of this Agreement. In the event of any inconsistency between any auDA Published Policy and this Agreement, then the auDA Published Policy will prevail to the extent of such inconsistency. Registrant acknowledges that under the auDA Published Policies (i) there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement, (ii) Registrant is bound by and must submit to the .au Dispute Resolution Policy; and (iii) auDA may delete or cancel the registration of a .AU domain name.

auDA's Liabilities and Indemnity. To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .AU domain name. Nothing in this document is intended to exclude the operation of the *Trade Practices Act 1974*.

Warrants. You represent and warrant that each of the warranties to us and auDA, as specified in auDA's Mandatory Terms and Conditions Applying to .au Domain Name Licences (2008-07), and any other policy introduced by auDA in substitution, replacement or amendment to that policy. These warranties include, without limitation, that all information supplied to us for the registration of the domain name are true, complete and correct. You accept that auDA or we can cancel the registration of the domain name if any of these warranties are not true.

By submitting an application or renewing your domain name, you represent and warrant that: (a) all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith; (b) you

meet, and will continue to meet, the eligibility criteria prescribed in auDA Published Policies for the domain name for the duration of the domain name license; (c) you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application; (d) you acknowledge and agree that even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and (e) you acknowledge and agree that auDA or the registrar can cancel the registration of the domain name if any of the warranties set forth above are found to be untrue, incomplete, incorrect or misleading.

52. PROVISIONS SPECIFIC TO .BE REGISTRATIONS

You understand and agree that in order to register a .BE domain name, a pre-registration DNS validation check is required by the Registry. If you are registering a .BE domain name, you acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DNS.BE, [website](#), and which are incorporated herein.

53. PROVISIONS SPECIFIC TO .BR REGISTRATIONS

If you are registering a .BR domain name, you acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, NIC.BR, [website](#), and which are hereby incorporated by reference.

54. PROVISIONS SPECIFIC TO .BZ REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, Belizenic, [website](#), and which are incorporated herein.

Reservation of Rights. The .BZ Registry expressly reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of the .BZ Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders, for violations of this Agreement, or to correct mistakes made by the .BZ Registry or us in connection with a domain name registration. The .BZ Registry also reserves the right to place on lock, hold or other similar status any domain name during resolution of a dispute.

55. PROVISIONS SPECIFIC TO .CA REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, CIRA, [website](#), and which are hereby incorporated by reference.

You acknowledge and agree that registration of your selected domain name in

your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement.

You acknowledge and agree that registration of a domain name does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry or in the Whois shall not be construed as evidence of ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.

Reservation of Rights. CIRA may, at its option, extend any period for the registration of a Domain Name at no charge to the registrar or you for such further period of time as CIRA may determine, in its sole discretion.

CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between CIRA and the registrar, and any or all of the Registry PRP and to adopt new Registry PRP not yet in effect. Any such amendment will be binding and effective on the registrar thirty (30) days after CIRA gives notice of such amendment by email to the registrar. The registrar and you agree to promptly amend the agreement between the registrar and you to reflect any amendments to Section 4.2 of the Registrar Agreement between CIRA and the registrar.

You further acknowledge and agree that the registrar may make changes to the Administrative Contact details at any time without having to comply with the change of critical information approval process (as set out in the applicable Registry PRP), provided you have granted your registrar the authority to do so and have not revoked said authority. If you have two (2) or more registrars, only one (1) of your registrars may be granted said authority. You may at any time revoke said authority or provide said authority to another of your Registrars.

You acknowledge and agree that your registrar may, in accordance with the applicable Registry PRP, cancel your Domain Name Registrations within seven (7) days of activation and cancel the renewal of your domain name registration provided that the renewal term has not yet commenced.

Limitations. You shall not, directly or indirectly, through registration or use of your domain name or otherwise violate or contribute to the violation of the intellectual property rights or other rights of any other person, defame or contribute to the defamation of any other person, or unlawfully discriminate or contribute to the unlawful discrimination of any other person.

You acknowledge and agree that CIRA shall not be liable to you for any loss, damage, or expense arising out of CIRA's registration or failure or refusal to register a domain name, CIRA's renewal or failure or refusal to renew a domain name registration, CIRA's transfer or failure or refusal to transfer a domain name registration, CIRA's maintenance, modification, or failure or refusal to maintain or modify a domain name registration, CIRA's cancellation or failure to cancel a domain name registration, the loss of membership in CIRA resulting from CIRA's cancellation of a domain name registration from the Registry or from a member's failure to comply with the Registry PRP, or CIRA's refusal to admit an applicant as a member. You acknowledge and agree that CIRA shall not be liable to you for any loss, damage, or expense arising as a result of the disclosure or failure to disclose registrant information in the WHOIS or as permitted in the Registry PRP. You acknowledge and agree that CIRA shall not have any liability to you for any loss, damage or expense arising as a result of

any correspondence from a third party which CIRA reviews or sends to you or for CIRA's failure, or delay, in reviewing or sending such correspondence.

In no event shall you pursue any claim against CIRA and in no event shall CIRA be liable for any direct, indirect, special, punitive, exemplary or consequential damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third-party damages or arising from any breach by the registrar of its obligations under any agreement between the registrar and you or the Registrar Agreement between CIRA and the registrar.

You agree that CIRA shall not be responsible for the use of any domain name in the Registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened claim against a registrar or you, including one relating to a registered or unregistered trade-mark, a corporate, business, or other trade-name, rights relating to a name or other identifying indicia of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other Person.

CIRA Certified Registrar. The registrar shall immediately give notice to you in the event that it is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated, or the Registrar Agreement between CIRA and the Registrar is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to the registrants thereof. In the event that the registrar is no longer a CIRA Certified Registrar, has had its certification as a CIRA Certified Registrar suspended or terminated or in the event the Registrar Agreement between CIRA and the Registrar is terminated or expires, you shall be responsible for changing your Registrar of Record to a new CIRA Certified Registrar within thirty (30) days of the earlier of notice thereof being given to you by (i) the Registrar or (ii) CIRA in accordance with CIRA's then current Registry PRP; provided, however, that if any of your domain name registrations are scheduled to expire within thirty (30) days of the giving of such notice, then you shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the Registry PRP.

You acknowledge and agree that should there be insufficient funds prepaid by the registrar in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from the registrar, stop effecting registrations of domain names and transfers, renewals, modifications, and cancellations requested by the registrar and stop performing other billable transactions requested by the registrar not paid in full and CIRA may terminate the Registrar Agreement between CIRA and the Registrar.

.CA ASCII and IDN domain variants are bundled and reserved for a single registrant. Registrants are not required to register all variants in a bundle, but all registered variants must be registered and managed at a single registrar. Each variant registered will incur a registration fee. In addition, when registering multiple .CA domain (ASCII and IDN) variants in a bundle, your registrant information **must be identical**. If variants are registered at other registrars or if registrant information does not match, it may result in an "unavailable" search result, delayed or failed registration. If information does not match, validation is required and may take up to seven business days and delay availability of domain.

56. PROVISIONS SPECIFIC TO .CC REGISTRATIONS

Acknowledgements. You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available [here](#) and are incorporated herein.

Indemnification. You agree to indemnify, defend and hold harmless the .CC Registry Operator, Verisign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name Holder's domain name registration.

57. PROVISIONS SPECIFIC TO .CH REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry terms and conditions, which may be found [here](#) and the Registration contract which may be found [here](#), which are both incorporated herein by reference.

58. PROVISIONS SPECIFIC TO .CL REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found [here](#) and are incorporated herein by reference.

59. PROVISIONS SPECIFIC TO .CN REGISTRATIONS

Limitations on Registration. You may not register or use a domain name that is deemed by China Internet Network Information Center ("CNNIC") to (i) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC"); (ii) jeopardize national security, leak state secrets, intend to overturn the government, or disrupt the state of integrity of the PRC; (iii) harm national honor and national interests of the PRC; (iv) instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC; (v) violate the PRC's religion policies or propagate cult and feudal superstition; (vi) spread rumors, disturb public order or disrupt social stability of the PRC; (vii) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC; (viii) insult, libel against others and infringe other people's legal rights and interests in the PRC; or (ix) take any other action prohibited in laws, rules and administrative regulations of the PRC.

Restrictions on Transfer of ccTLD Domain Names. You understand that you may not transfer to or from a domain name registrar that is headquartered or controlled by an entity located inside China.

Jurisdiction. For the adjudication of disputes concerning or arising from use of the registered .CN domain name, you agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) Arizona, and (3) the People's Republic of China.

Suspension of Service. You agree that your registration of a .CN domain name shall be subject to suspension, cancellation, or transfer pursuant to any NeuLevel or CNNIC adopted specification or policy.

Compliance with CNNIC Dispute Resolution Policy. You agree to obey, comply with and be bound by the [CNNIC Dispute Resolution Policy](#) and any and all

updates, revisions and modifications, which may be made by CNNIC from time to time, and which is incorporated herein.

Right to Accept Notice. You give us the right to accept written complaints from third parties against false and/or inaccurate Whois data and you agree to follow any procedural regulation that may exist between the .CN registry operator, currently NeuLevel Inc. and us.

Indemnification. You agree to indemnify, defend and hold harmless the .CN Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

.CN Registration Restrictions. You acknowledge and agree that you are not permitted to purchase private or proxy .CN registrations. You shall register for any and all .CN registrations using your personal information, which information you represent and warrant is current, accurate and complete.

60. PROVISIONS SPECIFIC TO .CO REGISTRATIONS

Acknowledgements. You shall comply with the operational standards, policies, procedures, and practices for the .CO TLD as set forth in the MINTIC Agreement as updated from time to time by the Registry in a non-arbitrary and non-discriminatory manner including, without limitation, adopted ICANN policies.

You further hereby acknowledge and agree that (i) the registration and exclusive and perpetual right of use and enjoyment for any registered name may be cancelled if the Registry determines that you have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event you violate any of the terms of this Agreement; (ii) you will follow and be bound by all Registry policies (including, without limitation, the Administrator Privacy Policy), as the same may be updated, modified or replaced from time to time, and to subject yourself to any dispute resolution process for the resolution of disputes regarding registered names that may be adopted by Registry, as the same may be updated, modified or replaced from time to time including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property rights holders; (iii) your domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry's security or registration policies or as a result of a dispute resolution; (iv) all official contact, correspondence and/or other information sent from or on behalf of Registry or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information; (v) you assume all responsibility and liability arising out of any assignment by you of the registered name including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain name of the registered name or any website associated with the registered name; (vi) neither acceptance of your registration request nor the actual registration of any registered domain shall be deemed an indication that Registry or the Colombian Government has made any determination regarding the legality of the registration, the extent to which your registration and exclusive and perpetual right of use and enjoyment of the registered name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person,

and that neither Registry nor the Colombian Government shall have any liability or responsibility arising therefrom; and (vii) shall be bound by the terms and conditions of the initial launch and general operation of the .CO TLD, including without limitation the sunrise and landrush periods, and the corresponding dispute resolution policies, and that administrator shall have no liability of any kind for any loss or liability resulting from (a) the ability or inability of you to obtain a registered name during these periods, or (b) the results of any dispute procedures.

Dispute Resolution. You acknowledge that you have read and understand and agree to be bound by the terms and conditions of the [Uniform Domain Name Dispute Resolution Policy](#) adopted by ICANN (the "[UDRP](#)"), as the same may be amended from time to time, and which is hereby incorporated and made an integral part of this Agreement. The UDRP policy, which is hereby adopted by Registrar as an Adopted ICANN Policy, sets forth the terms, conditions and procedures that govern disputes between you and any party other than the Registry over the registration and/or use of a registered name. Registry will not review, monitor, or otherwise verify that any particular registered name is being used in compliance with the UDRP process, any other Registry Policy or any Governmental Requirement.

Indemnification. You agree to (within thirty days of demand) indemnify, defend and hold harmless the .CO Registry and us, and our respective affiliates and subsidiaries, as well as each of our respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating in any way to your domain name registration including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

Jurisdiction. The adjudication of all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any registered name or otherwise relating to the .CO domain name between you and the Registry shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.

61. PROVISIONS SPECIFIC TO .CO.ZA REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found [here](#) and are incorporated herein by reference.

62. PROVISIONS SPECIFIC TO .CZ REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#), and which are incorporated herein by reference.

63. PROVISIONS SPECIFIC TO .DE REGISTRATIONS

Acknowledgements. You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available [online](#) and are incorporated herein.

Registration Restrictions. You represent and warrant that you or your administrative contact has a German address, which cannot be a P.O. Box. You may not use the names of other top level domains (e.g. .ARPA, .COM, .EDU, .GOV, .INT, .NET, .NATO, .MIL, .ORG and all country-related TLDs) or German automobile identification numbers as domain names.

In the event that you cannot fulfill the registration guidelines, you have the option of using a trustee service. By using the .de trustee services, you agree to be bound by the [.DE Trustee Agreement](#), which is hereby incorporated by reference.

Local Presence Service. If you do not provide an administrative contact ("Admin-C") with a German address, then you shall be subject to the local presence service terms and conditions, which are part of the registration guidelines for this ccTLD. You also agree to the following:

i. We and you hereby request and authorize Key-Systems to list an individual designated by Key-Systems as Admin-C for the requested DENIC domain name(s). Neither Key-Systems nor the Admin-C are required to monitor the legality of the domain name use including, but not limited to, contents and services offered.

ii. We and you acknowledge and agree that Key-Systems and/or the Admin-C may, without any liability to you or any third party, take such steps as in the opinion of Key-Systems and/or the Admin-C are necessary in order to (a) limit Key-System's and/or the designated Admin-C's liability related to, directly or indirectly, the DENIC domain name(s); (b) comply with any laws, regulations or other legal requirements; and/or (c) address any letter, causes of action, suits, proceeding, complaints, cease and desist orders and demands of any kind or any other inquiry from DENIC or any other third party related to the DENIC domain name(s). Such actions may include, but are not limited to, (a) disabling the website pending resolution of the conflict and/or redirecting the DENIC domain name(s) to a blank page or placeholder; (b) cancelling the registration of the DENIC domain name(s); (c) ceasing administration of the domain name and placing it in a transit state; (d) removing or replacing the Admin-C from or in the Whois record, (e) redirecting the DENIC domain name(s) to an alternate IP address; (f) allowing the registration of the DENIC domain name(s) to lapse; (g) transferring the registration to an individual or entity which is awarded the registration through any court proceeding, arbitration, or by DENIC; (h) settling any and all third-party claims, whether threatened or made, arising out of your use of the DENIC domain name(s); and/or (i) terminating the Local Presence Service. We and you undertake to respond in writing to requests by Verisign and/or the Admin-C immediately within time limits set by Key-Systems and/or the Admin-C. Unless a different response deadline is requested in writing by Key-Systems and/or the Admin-C, we and you agree to respond in writing to such requests within forty-eight (48) hours. Correspondence sent to us or you shall be regarded as delivered. Key-Systems or the Admin-C may, at its own discretion, request a security for its expenses which may occur in case a third party alleges that the use of the domain name is an infringement of laws. The amount of security will be determined at the Admin-C discretion in accordance with the Court Costs (GKG) and the Attorney's Remuneration Act (RVG). The security must be paid in cash or guaranteed by a major German bank or savings bank (Sparkasse) within the time limit set by Key-Systems and/or the Admin-C.

iii. WE AND YOU ACKNOWLEDGE AND AGREE THAT KEY-SYSTEMS AND THE ADMIN-C SHALL HAVE NO LIABILITY TO YOU, US, OR ANY THIRD PARTY RELATED TO, DIRECTLY OR INDIRECTLY, THE LOCAL PRESENCE SERVICES AND/OR THE EXERCISE OF ANY OF THEIR RIGHTS UNDER THESE LOCAL PRESENCE SERVICES TERMS AND CONDITIONS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, KEY-SYSTEM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

iv. We and you agree to release, defend, indemnify and hold harmless Key-Systems, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and the individual designated as Admin-C for the DENIC domain name(s), from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable attorneys' fees, arising out of or related in any way to, the Local Presence Services, the DEMINC domain name(s), and/or your use of the DEMIN domain name(s).

64. PROVISIONS SPECIFIC TO .DK REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies and agreements and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#).

65. PROVISIONS SPECIFIC TO .ES REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein.

66. PROVISIONS SPECIFIC TO .EU REGISTRATIONS

Registration Restrictions. You acknowledge and agree that you are not permitted to purchase private or proxy .EU registrations. You shall register for any and all .EU registrations using your personal information, which information you represent and warrant is current, accurate and complete. Further, you acknowledge and agree that you are not permitted and shall not attempt to register any .EU registrations unless you have a physical presence in the European Union.

Compliance with Applicable Law. You agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the European Registry of Internet Domain Names ("[EURID](#)").

Compliance with EURID Rules. You agree to obey, comply with and be bound by EURID rules and regulations and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, including, but not limited to, their dispute policies, and the [.EU Domain Name Registration Terms and Conditions](#) and the [.EU Domain Name Registration Policy](#), both of which are hereby incorporated by reference.

Compliance with EURID Domain Name Whois Policy. You agree to obey, comply with and be bound by the [EURID Domain Name Whois Policy](#) and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, and which is incorporated herein.

Jurisdiction. For the adjudication of disputes concerning or arising from use of the registered .EU domain name, you agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) the State of Arizona and (3) the United Kingdom.

Sunrise and General Pre-registration Applications. You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Application" does not ensure that a domain name shall be successfully awarded or registered. In the event that an application does not result in a successful registration, the registration fee shall be refunded. In the case of a "Sunrise Application" where an application fee was collected, a portion of that fee shall be refunded after the deduction of a handling fee, which you acknowledge and agree is subject to change based on fluctuations in the US Dollar and Euro exchange rates.

Dispute Resolution/ADR. EURID offers an alternative procedure for resolving disputes concerning .EU domain names, which can be found [here](#). When applicable, you acknowledge such procedure and agree that you shall comply with and abide by its terms and conditions, which are also incorporated herein.

67. PROVISIONS SPECIFIC TO .FM REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein.

68. PROVISIONS SPECIFIC TO .FR REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein.

In the event that you cannot fulfill the registration guidelines, you have the option of using a trustee service. By using the .FR trustee services, you agree to be bound by the [.FR Trustee Agreement](#), which is hereby incorporated by reference.

69. PROVISIONS SPECIFIC TO .GS REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein.

70. PROVISIONS SPECIFIC TO .IN REGISTRATIONS

Acknowledgements. You agree to be bound by current and future .IN registry policies as indicated on the [.IN registry website](#), and which are incorporated herein. You further acknowledge and agree the .IN registry reserves the right to instruct its registry services provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion to (i) protect the integrity and stability of the registry; (ii) comply with any applicable

laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) avoid any liability, civil or criminal, on the part of the .IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of this Agreement (including its Exhibits); or (v) to correct mistakes made by the .IN registry or any registrar in connection with a domain name registration. The .IN registry also reserves the right to freeze a domain name during resolution of a dispute.

Domain Name Dispute Policy. You agree to be bound by the policy and procedures for resolution of disputes concerning registered .IN domain names in accordance with the .IN Registry's Domain Name Dispute Resolution Policy.

71. PROVISIONS SPECIFIC TO .IO REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry terms and conditions, which may be found [here](#).

72. PROVISIONS SPECIFIC TO .IT REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, including without limitation the [Assignment and Management of Domain Names in the ccTLD.IT](#) and [Dispute Resolution in the ccTLD.IT](#), both of which are hereby incorporated by this reference.

Registration Restrictions. Unless you complete your domain name registration using our fee-based trustee service, you specifically represent and warrant that you (i) are a citizen or resident in a country belonging to the European Union (in the case of registration for natural persons); (ii) are established in a country belonging to the European Union (in the case of registration for other organizations); (iii) are entitled to the use and/or legal availability of the domain name applied for, and that it does not prejudice, with the request for registration, the rights of others; (iv) are aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name, or proceed with other legal actions (In such case the revocation shall not in any way give rise to claims against the Registry or us); (v) release the Registry and us from any liability resulting from the assignment and use of the domain name by the natural person or organization that has made the request; and (vi) accept Italian jurisdiction and laws of the Italian State.

If you use the trustee service for your .it domain registration, you acknowledge and agree that your registration is subject to the review and approval of the trustee. The trustee service will review your registration request within twenty four hours of receipt. If your registration request is approved, your domain name will be registered. If your registration request is denied, your domain name will not be registered and you will receive a refund of any registration fees paid.

73. PROVISIONS SPECIFIC TO .JP REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's [website](#) and are incorporated herein.

Registration Restrictions. You represent and warrant that you have a local presence in Japan with a home or office address. You agree that certain domain names are reserved and can only be registered by certain parties. These include: (i) TLDs, other than ccTLDs, as determined by ICANN; (ii) geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels; (iii) names of primary and secondary educational organizations; (iv) names of organizations related to Internet management; (v) names required for .JP domain name operations; and (vi) character strings which may be confused with ASCII-converted Japanese domain names. The complete list of .JP Reserved Domains is available [here](#).

74. PROVISIONS SPECIFIC TO .LA REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies and agreements and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#).

75. PROVISIONS SPECIFIC TO .ME REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and which are incorporated herein.

You further acknowledge and agree to: (i) consent to the use, copying, distribution, publication, modification and other processing of your personal data by the registry operator and its designees and agents; (ii) submit to proceedings commenced under any dispute policy implemented by the registry including, without limitation, the Domain Name Dispute Resolution Policy referenced on the registry's website at www.domain.me/DRP; (iii) immediately correct and update the registration information for each registered name during the registration term for the registered name; and (iv) acknowledge that the registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise or Land Rush periods including, without limitation, the ability or inability of a registrant to obtain a registered name during these periods and the results of any dispute procedures.

Indemnification. You agree to indemnify, defend and hold harmless the .ME Registry, its owners, subsidiaries, affiliates, subcontractors and agents, and the respective directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration or the use of any domain name registered in the TLD by or on your behalf.

Reservation of Rights. The Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain names on registry lock, hold or similar status, that it deems necessary, in its sole discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, to avoid any liability, civil or criminal, on the part of the registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees, for violations of any of the policies, terms or conditions established by the registry including, without limitation, the Registry Policies, or to correct mistakes made by the registry or us in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute proceeding.

Other Dispute Policies. You acknowledge and agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time including, but not limited to, expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the registry system for the TLD.

76. PROVISIONS SPECIFIC TO .MS REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and which are incorporated herein.

77. PROVISIONS SPECIFIC TO .MX REGISTRATIONS

Acknowledgements. You warrant and represent that you meet all of the eligibility requirements to register a .MX domain name, and you agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration policies for this ccTLD are available [here](#) and are incorporated herein.

Limitations. You acknowledge and agree that by registering a domain name, you are not acquiring any property rights in that domain name. You further acknowledge and agree that we will not resolve disputes over domain name ownership. If we are provided with a filed court dispute in a court of competent jurisdiction, the domain name will remain locked pending the court's decision.

IN NO EVENT SHALL THE .MX REGISTRY OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE DOMAIN NAME, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF THE .MX REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reservation of Rights. You acknowledge and agree that a copy of the customer contact data you provide will be used as the initial domain name contact data and made public in the Whois database. You further acknowledge and agree that the .MX Registry has the right to publish and to reveal to third parties the information of a domain name, both in the Whois and to competent authorities that may request it, and that the registrar has the right to share the information of a domain name with the Registry, and that the Registry has the right to migrate a domain name from the registrar to another registrar in case of completion of the contract.

Indemnification. You agree to indemnify, defend and hold harmless the .MX registry operator, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to your domain name registration.

78. PROVISIONS SPECIFIC TO .MY REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD and that you have read and understand the Registry Policies, which may be found [here](#) and are incorporated herein by reference.

79. PROVISIONS SPECIFIC TO .NL REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD including, but not limited to, the [registration guidelines](#), which are hereby incorporated by this reference. You further represent and warrant that all information provided by you is correct, complete and complies with all [.NL General Terms and Conditions for .NL Registrants](#), which are also incorporated herein.

80. PROVISIONS SPECIFIC TO .NU REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein. You further acknowledge and accept that any disputes related to your registered domain name will be governed by [ICANN's Uniform Domain Name Dispute Resolution Policy](#) and the [.NU Domain Ltd. Uniform Domain Name Dispute Resolution Policy](#), both of which are also hereby incorporated by reference.

81. PROVISIONS SPECIFIC TO .NZ REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You understand and agree that in order to register a .NZ domain name, a pre-registration DNS validation check is required by the Registry. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD, which are located [here](#) and are incorporated herein. If you are registering a Second Level Domain under this ccTLD, you further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are also incorporated herein and made a part of this Agreement.

82. PROVISIONS SPECIFIC TO .PE REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found [here](#), and are incorporated herein by reference.

83. PROVISIONS SPECIFIC TO .PH REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules and policies, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found [here](#), and are incorporated herein by reference. You acknowledge and agree to obey, comply with, and be bound by the Domain Name Service Agreement, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found [here](#), and is incorporated herein by reference.

84. PROVISIONS SPECIFIC TO .PL REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules, policies and agreements, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found [here](#), and are incorporated herein by reference.

85. PROVISIONS SPECIFIC TO .RU REGISTRATIONS

You acknowledge and agree to obey, comply with, and be bound by any and all registry rules and policies, and any and all updates, revisions and modifications thereto for this ccTLD, and that you have read and understand the Registry Policies, where may be found [here](#), and are incorporated herein by reference. You agree to indemnify HEXONET against any and all liability, loss, damages and legal costs in the transmission of identification information, understanding that HEXONET deletes identification information from all its systems immediately after transmission. You understand and accept that the .RU registry may choose to store identification information along with other registration data on their own accord and completely independent from HEXONET.

86. PROVISIONS SPECIFIC TO .SE REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein by reference. You further acknowledge and agree that registrations for this ccTLD are provided in connection with 1API.

87. PROVISIONS SPECIFIC TO .SG REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found [here](#) and are incorporated herein by reference.

88. PROVISIONS SPECIFIC TO .SO REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found [here](#) and are incorporated herein by reference.

89. PROVISIONS SPECIFIC TO .TC REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein by reference.

90. PROVISIONS SPECIFIC TO .TK REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein.

91. PROVISIONS SPECIFIC TO .TV REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You further acknowledge and agree to be bound by any registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which are available [here](#) and are incorporated herein.

92. PROVISIONS SPECIFIC TO .TW REGISTRATIONS

Acknowledgements. You acknowledge and agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the Taiwan Network Information Center ("TWNIC").

Compliance with TWNIC Rules. You further agree to obey, comply with and be bound by all TWNIC rules and regulations and any and all updates, revisions and modifications, which may be made by TWNIC from time to time, which are hereby incorporated and made an integral part of this Agreement:

- i. [Supervision and Guidance Regulation for Internet Protocol \(IP\) Address and Domain Name Registration and Management Services](#);
- ii. [Guidelines for Administration of Domain Name Registration](#);
- iii. [Guidelines for Authorization of Domain Name Registration Services](#);
- iv. [TWNIC Domain Name Dispute Resolution Policy](#); and
- v. [Rules for TWNIC Domain Name Dispute Resolution Policy](#).

Right to Accept Notice. You give us the right to accept written complaints from third parties against false and/or inaccurate Whois data and you agree to follow any procedural regulation that may exist between the .TW registry operator and us.

Governing Law. With regards to .TW domain names only, this Agreement will be interpreted and governed by the Laws of Taiwan.

Indemnification. You agree to indemnify, defend and hold harmless the .TW Registry Operator, NeuLevel, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.

.TW Registration Restrictions. You acknowledge and agree that you are not permitted to purchase private or proxy .TW registrations. You shall register for any and all .TW registrations using your personal information, which information you represent and warrant is current, accurate and complete.

93. PROVISIONS SPECIFIC TO .UK REGISTRATIONS

You represent and warrant that you meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD including, but not limited to, the [Terms and Conditions of Domain Name Registration](#) and the [Rules for registering a .UK domain name](#), both of which are incorporated herein. If you are registering a Second Level Domain under this ccTLD, you further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are also

incorporated and made a part of this Agreement herein.

94. PROVISIONS SPECIFIC TO .VE REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, and that you have read and understand the Registry Policies, which may be found [here](#) and are incorporated herein by reference.

95. PROVISIONS SPECIFIC TO .VG REGISTRATIONS

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found [here](#) and are incorporated herein.

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

HAKKASAN LV, LLC, a Nevada
limited liability company,
HAKKASAN LIMITED, a foreign
private limited company,

Plaintiffs,

v.

TSANG HANG WANG, an individual;
PRIME NIGHTLIFE, LLC, a
California limited liability company,

Defendants.

Case No.: 2:13-cv-01122-GMN-CWH

**DECLARATION OF LARAINE M. I.
BURRELL, ESQ. IN SUPPORT OF:**

**PLAINTIFFS' OPPOSITION TO
DEFENDANT BEN HAKIM'S:**

**[PROPOSED] NOTICE OF MOTION
AND MOTION FOR RELIEF AND SET
ASIDE OF DEFAULT AND DEFAULT
JUDGMENT; MEMORANDUM OF
POINTS [AND] AUTHORITIES IN
SUPPORT; DECLARATION OF
BENJAMIN HAKIM IN SUPPORT**

I, Laraine M. I. Burrell, declare under penalty of perjury under the laws of the United States
as follows:

1. I am an associate with the law firm of Greenberg Traurig, LLP, Plaintiff's counsel in
this case and I have personal knowledge of the facts set forth in this declaration.

2. This declaration is made in support of Plaintiffs' opposition to Hakim's Notice of
Motion and Motion to Set Aside Default and Default Judgment.

3. The person who presented himself at the judgment debtor's examination as Ben Hakim on December 18, 2014, meets the description of the man the process server attempted to personally serve the summons and complaint in this action at 11740 Wilshire Blvd, #A2104, Los Angeles California 90025. Also, I have personally seen photographs of Ban Hakim under the name "Ben Aaron" on Facebook, but it appears those photographs have since been removed.